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Current Topics.

THE CONVEYANCERS were right after all on an important point
just decided by the Court of Appeal. Our readers will remember
that a controversy has raged for a long time as to the meaning
of the words "without having been married" in the ultimate
trusts of a wife's fortune in a marriage settlement of personality.
The conveyancers have always held that these words were to be
taken in their ordinary meaning, the result being that, where
the trusts for the children are for children attaining twenty-one,
&c., those who die under that age take no interest in the
property, even if no child attains twenty-one, &c. There have
been several decisions to the contrary, which appear to have
been founded on an erroneous notion as to the meaning of the
judgment in *Wilson v. Atkinson* (4 De G. J. & S. 455). Those
cases have been adversely commented on in the SOLICITORS'
JOURNAL, vol. 38, p. 302, and in a series of recent articles, and
the Court of Appeal has now taken the view we advocated. We
venture to say that it is not safe even for a judge to disregard
the settled practice of conveyancers.

WE PRINT elsewhere a circular which has been issued by the
Cardiff Law Society with reference to a change made in the
Prevention of Corruption Bill in its passage through the House
of Lords, and to the measure generally. As introduced, clause
1 (1)—the leading provision of the Bill—ran as follows: "If
any agent corruptly and without the knowledge of his principal
accepts or obtains, or agrees to accept or attempts to obtain,
from any person for himself or for any other person,
any gift or consideration as an inducement or reward
for doing or forbearing to do any act in relation to his
principal's business, or for shewing or forbearing to shew favour
or disfavour to any person in relation to his principal's
business . . . he shall be guilty of a misdemeanour." As
the Bill has been sent to the House of Commons, the words in
italics have been struck out, and considering the stringent
nature of the Bill, the expediency of this may be questioned.
Probably it was considered that the words were surplusage, for
a commission received with the knowledge of the principal could
hardly be said to be received corruptly. But it is important to
have it clearly stated that the knowledge of the principal
will render proceedings under the Act impossible, and
we agree that the words should be restored. The other points to
which the Cardiff Law Society call attention deal with the principle
of the measure, and they should receive careful consideration
during the discussion of the Bill in the House of Commons.
The provision that "evidence shall not be admissible to shew
that any such gift or consideration as is mentioned in this section
is customary in any trade or calling" is probably essential to the
efficacy of the Bill. The Bill is aimed at deeply-rooted customs,
and its object would be defeated if evidence of the custom would
give exemption. More serious objection can be taken to sub-
clause 5 of clause 1, which, where the fact of receipt of com-
mission without the assent of the principal is shown, throws the
burden of proving that the receipt was not corrupt on the accused.
However desirable it may be to make the Bill efficient, such a
reversal of the policy of the criminal law should be jealously
watched.

THE HOUSE of Lords, in the cases of *Capital and Counties Bank v. Gordon* and *London City and Midland Bank v. Gordon* (Times, 12th inst.), have affirmed the construction placed upon section 82 of the Bills of Exchange Act, 1882, by the Court of Appeal. The section provides that "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." The object of the section, of course, is to protect banks against the strict rules of the common law which make the bank responsible for any defect in title to a cheque which it handles. The great development of banking business, and the general custom of making payments by cheque, render it impracticable to throw so great a risk upon banks, and the section affords protection in the case of the collection of crossed cheques, provided the bank "receives payment for a customer." Now if a bank takes the cheque, and forbears from crediting it to the customer until it has been cleared, payment is, of course, received for the customer, and there is no doubt that the section applies. But it is a frequent practice to enter the cheque to the credit of the customer on the day when it is paid in, and it then becomes a question whether the proceeds of the cheque on collection are received for the customer or for the bank itself. Strictly, no doubt, they are received for the bank. The customer may have drawn on his account in the meantime and the bank retains the cash proceeds of the cheque to reimburse itself. But from a business point of view the difference is immaterial, and, in an Act which is essentially made for guidance in business transactions, it would have been convenient if a broader construction had been adopted. Substantially, the bank collects the cheque for the customer who pays it in, and the question of the exact date at which the cheque is credited in his account is a matter of book-keeping and of convenience between the bank and its customers.

Those who are acquainted with the facts, and have followed the arguments in the Court of Appeal, in the case of *McGuire v. The Western Morning News* can scarcely be surprised that the court gave judgment this week allowing the defendants' appeal, and entering judgment for them. The action, it will be remembered, was brought by an actor manager against the defendant newspaper for damages for libel on account of an article upon a play produced by the plaintiff, which, as he contended, was not "fair comment." Actual malice, personal imputations, or untruth were none of them alleged, and, as the court pointed out, the innuendo alleged went to matters of opinion only. Obviously, then, the case raises a very important question as to what are the limits of "fair comment," in the case of a literary work, and whether in such a case the judge ought to leave the question to the jury at all. "Fair," used in this connection, certainly does not mean, as the Master of the Rolls emphasized, that which the ordinary reasonable man, the jurymen, common or special, would think a correct appreciation of the work. To hold such a thing would be absolutely destructive of all criticism in the true sense of the word. To substitute the opinion of the jury for that of the critic, as a test of fairness, would be unjust and absurd. In such cases, therefore, where there is nothing in the criticism which can possibly support an inference of unfairness, nothing which is outside the domain of criticism itself, there is nothing to leave to the jury, and it is the province of the judge to withdraw the case from the jury. In fact, the judge must in every case decide, in the first instance, whether the criticism is capable in law of being a libel. In this particular case not only did the learned judge fail to exercise his judgment on that point, but in leaving the question to the jury he directed them in such a way as to suggest to them that they were at liberty, in considering whether the criticism was fair, to apply the standard of their own taste to the appreciation of the work criticized. It is not too much to say that if the decision had been affirmed, it would have been a most disastrous fetter upon the right of free criticism which has been established in this country by a long course of decisions.

UPON THIS decision a learned correspondent says: "The questions for the Court of Appeal were what are the true limits

of fair comment on a play? and what are the duties of a judge in respect thereof? Now, criticism that is fair is lawful; but the difficulty is to define the word 'fair.' The judges have generally refused to give any exact definition of 'fair,' but the case of *Merivale v. Carson* (36 W. R. 231, 20 Q. B. D. 275) and the present case go a long way towards explaining what it does really mean. In the older case Lord ESHER, M.R., said: 'I think the meaning is this: Is the article, in the opinion of the jury, beyond that which any fair man, however prejudiced or however strong his opinion may be, would say of the work in question? Every latitude must be given to opinion or to prejudice, and then an ordinary set of men with ordinary judgment must say whether any fair man would have made such a comment on the work.' Mere exaggeration, or even gross exaggeration, would not make the comment unfair,' and BOWEN, L.J., said, 'A man is entitled to entertain any opinion he pleases, however wrong, exaggerated, or violent it may be, and it must be left to the jury to say whether the mode of expression exceeds the reasonable limits of fair criticism.' He then proceeded to point out that to make any personal attack on the character of the author, or to impute to the author that he has written something which in fact he has not written, would be outside the limits of fair criticism. In the recent case, COLLINS, M.R., pointed out that a jury have no right to substitute their own opinion of the merits of a work for the opinion of the critic, and that there is no question to be left to a jury unless there is some evidence of unfairness; that criticism is not fair which is used to make personal imputations, or to make statements not based on fact. To be fair, criticism must be honest and also relevant. The learned judge went on to state that if a document which purports to be a comment on a matter of public interest is alleged to be libellous, it is for the plaintiff to shew that it goes beyond the limits of fair criticism; it is for the judge to say whether the document is reasonably capable of being so interpreted; and if he decides that it is not so capable, there is no question to be left to the jury. This case will probably go far towards putting a check on actions against newspapers in respect of comments on books and plays. The freest possible hand ought to be allowed to the honest critic. If he thinks a play is bad, he ought to say so; it would be dishonest to act otherwise. He may be wrong, and he may use language which seems unnecessarily strong to a jury, but if he writes honestly, he ought to be protected. If a critic thinks well of a play or a book, but condemns it to injure the author, he is acting dishonestly, however moderate his condemnation may be, and he is liable to an action. If he makes his criticism a cover for an attack on the character of the author, he is undoubtedly liable. And again, if he represents to the author's discredit that he has written something which in fact he has not written, the critic is guilty of a libel. But in all other cases the law should protect criticism of matters of public interest, like plays or books, which an author by production deliberately submits to the judgment of the public."

THE Local Government Acts of 1888 and 1894 have given rise to many difficult problems, but it is very doubtful if there are any more complex than those which arise in connection with the adjustment of property and liabilities as between local areas, whether county and county, union and union, or parish and parish, whose boundaries have been altered under the provisions of those Acts. Any decision, therefore, which affords guidance upon this subject is very welcome, and in *Re An Arbitration between Godstone and Caterham District Councils* (51 W. R. 353) the judgment of VAUGHAN WILLIAMS, J., goes a long way to clear up some of the most difficult questions which have arisen. It will be remembered that the scheme of the Acts on this subject is that, whenever under some provision an alteration is made in the areas of local authorities which affect them in respect of their property or liabilities, such alteration shall as between them be the subject of "adjustment" either by agreement or by arbitration under section 62 of the Local Government Act, 1888, unless the order constituting the new area itself provides for such adjustment. The object of the legislation is that neither area should obtain any material advantage at the expense of the other. Such adjustment may be necessary although no property may be transferred or

retained by one or the other area, as in *Re Rochdale Union and Haslingden Union* (47 W. R. 322), where by alteration of the boundaries of two unions, a workhouse was left on the hands of one too large for its wants, and therefore a source of unnecessary expense. Again, *Re Buckinghamshire County Council and Hertfordshire County Council* (47 W. R. Dig. 114) affords a good illustration of how a liability may be affected by such an alteration of area without anything being actually made the subject of retention or transfer by either area. In that case the liability of the county of Bucks for the repair of bridges and main roads was increased by a transfer of part of its area to Hertfordshire, because the income derived from the part transferred exceeded the outlay necessitated by it when included in the county, and this was held, therefore, a proper subject for adjustment. In the *Godstone case* (*supra*) it was sought to distinguish the two cases just noticed on the ground that section 54, sub-section 1 (c), of the Act of 1894 applied, and not section 62 of the Act of 1888, because a new urban district had been created; and as section 54 did not contain the words "income and expenses" which are found in section 62, the loss of income incurred by the rural district was not a proper subject for adjustment. But the court came to the conclusion that section 62 was of general application in all these cases of adjustment.

THE CASE of *Frank Warr & Co. v. The London County Council*, decided by WRIGHT, J. (*ante*, p. 493), was a vigorous attempt to extend the application of the words "interest in land" in section 68 of the Lands Clauses Act. The London County Council, under the special Act empowering them to make a new street from Holborn to the Strand, found it necessary to acquire the Globe Theatre, and gave the customary notice to treat to the lessees of the building. By agreement with the lessees, Messrs. FRANK WARR & Co. (the claimants) had an exclusive right to sell refreshments at the theatre for the term of the lease, together with the necessary use of the refreshment-rooms, bars, cloak-rooms, and wine cellars. The claimants had also full access to the theatre for the exercise of their rights under the agreement, and had the exclusive right of advertising and letting spaces for advertisements in the refreshment and cloak-rooms. In these circumstances the claimants contended that they were entitled to compensation in respect of an "interest in land" within the meaning of section 68 of the Lands Clauses Act. The compensation was settled by arbitration at £2,568 9s., which may be taken to represent the pecuniary loss which the claimants suffered by the determination of their agreement. But in an action on the award, the county council urged that the privilege possessed by the contractors was not an "interest in land," inasmuch as the agreement did not give them the exclusive use of any part of the premises. They relied on *Daly v. Edwards* (49 W. R. 214), where it was held that the grant of a similar privilege by the lessee of a theatre was not a breach of his covenant not to assign, demise, or otherwise part with the indenture of lease or any estate or interest therein." The learned judge, upon the authority of this case, held that the claimants were not entitled to the compensation assessed by the arbitrator, for there was nothing in the agreement to shew that the lessees intended to divest themselves of the possession of any part of the premises and to assign it to the contractors. There can be no doubt that the weight of authority is against the claim, but the decision involves some hardship. The lessees receive full compensation for the loss of their lease, but it would probably be held, following *Bailey v. De Crespigny* (L. R. 4 Q. B. 180), that they were discharged from their agreement with the refreshment contractors by the Act of Parliament which compelled them to assign the theatre to the county council.

IN THE CASE of *Davis v. Hyman & Co.*, heard in the Court of Appeal on the 23rd ult., a point of practice was raised which it is not at first easy to understand. It is well known that by the procedure and practice in force before the Judicature Rules, any one who brought an action against a partnership firm had to join all the members of the firm as defendants in the writ and

serve the writ upon each of them. If one of the defendants was not in reality a partner, but was alleged to have held himself out to the world as such in transactions affecting third persons, this made no difference in the procedure: the real partners and the person liable by "holding out" were included in the same writ. The practice is now regulated by R. S. C. ord. 48A., which allows partners to be sued in the name of their firm, and by rule 8 deals with the issue of execution where judgment has been signed against a firm, and provides for execution against the property of the partnership; against any person who has appeared in his own name, or admitted on the pleadings that he is a partner, or been adjudged to be a partner, and against any person who has been individually served as a partner with the writ of summons, and has failed to appear. It then provides that "if the party who has obtained judgment claims to be entitled to issue execution against any other person as being a member of the firm, he may apply to the court or a judge for leave so to do, and the court or judge, if such liability be disputed, may order that the liability of such person be tried and determined in any manner in which any issue or question in an action may be tried and determined." In *Davis v. Hyman* the action was brought against the defendant firm in respect of goods sold and delivered by the plaintiff. The writ was served at the place of business of the firm, and on a person having the control and management of the business, and an appearance was entered by one person as having been sued in the firm's name. Judgment was entered against the firm, and the plaintiff then took out a summons under ord. 48A, r. 8, asking that an issue might be directed to determine whether one S. M. HYMAN was liable to have execution issued against him on the judgment. The Master made an order for an issue, the question to be tried being whether S. M. HYMAN was, or had held himself out as, a partner in the defendant firm. This was the order appealed from, and it was contended that the issue ought to be limited to the question whether S. M. HYMAN was actually a member of the firm when the goods were supplied, and that if the inquiry were as to whether he had held himself out as a partner, he might be deprived of some defence that he might have had if he had been served with the writ and had had an opportunity of appearing in the action. This reasoning appears to us to be fanciful, and we are not surprised that it was disregarded by the Court of Appeal, who approved of the order of the Master. There seems to be no foundation for the argument that order 48A deals only with persons who are alleged to be actual partners in the defendant firm, and that it does not include persons who are alleged to be partners by "holding out." The plaintiff claims to be entitled to issue execution against the persons last named "as being members of the firm"—that is, as being estopped from alleging that they are not members of the firm. Any other construction would place the plaintiff in a worse position than he was in under the old practice.

It is announced that in order that the business of the assizes may not clash with the celebration of the 500th anniversary of the battle of Shrewsbury, which will take place in that city in July next, Mr. Justice Bruce has arranged to hold the assizes there before those at Hereford. The commission day for Shrewsbury will be Thursday, the 9th of July, and at Hereford on Saturday, the 18th of July.

A Blue Book, just issued, contains the Criminal Procedure Code, 1903, of the Transvaal (Ordinance No. 1). The provisions of the Cape law have been almost in their entirety incorporated in the code. These, however, form only about one-fourth of it, and the remaining three-fourths have been taken mainly from the Queensland Criminal Code of 1899 and the Canadian Criminal Code of 1892. The new code, says the *Times*, in accordance with Canadian practice, allows the magistrate in his discretion to issue a summons, the only way of bringing an accused person before the magistrate to undergo a preliminary examination hitherto having been by arresting him. A provision of the code taken from the Queensland law enacts that, if at the close of the preparatory examination the accused admits his guilt, he is to be asked if he wishes the witnesses to appear at his trial, and he is informed that, if he does not, he will be committed, not for trial, but for sentence, and that he will not afterwards be allowed to deny his guilt. The accused can then be brought up for sentence before any competent court. By another provision, taken from the Indian Procedure Code, the party desiring to take evidence on commission must obtain leave of the Supreme Court; must set out the facts as to which evidence is desired, and, when the application is made on behalf of the Crown, may be ordered to pay the expenses of the accused in being legally represented at the taking of the evidence.

Clogging the Redemption.

It is unfortunate that after all the discussion which has taken place of recent years with reference to the mortgagor's equity of redemption, and the profits which the mortgagee can claim, judicial difference should be so pronounced as in the decision of the House of Lords this week in *Bradley v. Carritt* (*Times*, 12th inst.). The principle is well settled, and was re-affirmed in *Salt v. Marquess of Northampton* (40 W. R. 529; 1892, A. C. 1), that equity will permit no clog to be placed upon the right of redemption. "Equity," said BOWEN, L.J., in the Court of Appeal, "will permit no attempt to clog, fetter, or impede the borrower's right to redeem and to rescue what was, and still remains in equity, his own." This represents the second part of the classical dictum in *Jennings v. Ward* (2 Vern. 520): "A man shall not have interest for his money, and a collateral advantage besides for the loan of it, or clog the redemption with any by-agreement." But while equity still repudiates as strongly as ever anything in the nature of a clog on the right of redemption, the position that a mortgagee can have no profit from the mortgage except his interest was definitely abandoned in *Biggs v. Hoddinott* (47 W. R. 84; 1898, 2 Ch. 307). There a mortgage of a hotel by the occupying owners to a firm of brewers contained a covenant binding the mortgagors during the continuance of the security to deal exclusively with the mortgagees. According to the first part of the above dictum this was a collateral advantage which equity would not allow. But it was held in the Court of Appeal that the equitable doctrine is really confined to securing freedom of redemption, and that the mortgagee is not debarred from taking any collateral advantage which does not interfere with this freedom. Since the restrictive covenant was confined to the continuance of the security, it did not impede redemption, and therefore was valid.

But the Court of Appeal followed up this satisfactory conclusion with the difficult decision in *Santley v. Wilde* (48 W. R. 90; 1899, 2 Ch. 474). There a mortgage had been made in 1895 of a leasehold theatre, the lease of which would expire in 1905. It was one of the terms of the mortgage that the mortgagee should have a certain share of the profit-rental for the whole of the term. The mortgagor claimed to redeem and to get rid of this stipulation for sharing profit, but the Court of Appeal held that he could not do so. The mortgage was a security, not only for the loan and interest, but also for payment of the agreed share of profit, and hence, so long as this was payable—in other words, so long as the property was in existence—the right of redemption could not arise. In effect, therefore, the right of redemption was excluded altogether. This result has naturally not escaped criticism. It is one thing to allow the mortgagee to secure for himself a collateral advantage which does not impede redemption, and quite another to allow a collateral advantage which in its very nature constitutes a clog upon the equity; and in *Noakes v. Rice* (50 W. R. 305; 1902, A. C. 24) both Lord MACNAGHTEN and Lord DAVEY intimated that *Santley v. Wilde* was wrongly decided.

The chief effect of *Noakes v. Rice* was to shew the exact limits of the relaxation in favour of mortgagees introduced by *Biggs v. Hoddinott* (*supra*). In the latter case, as we have seen, the covenant tying the mortgaged premises in favour of the mortgagee was restricted to the continuance of the security, and hence it was valid. In *Noakes v. Rice* an attempt had been made to go further, and to bind the premises even after redemption. A mortgage made in 1897 of a lease of a public-house expiring in 1923 contained a covenant, purporting to run with the premises, tying them for the purchase of malt liquors to the mortgagees for the entire residue of the term. But, so far as the covenant purported to bind the premises after redemption, it was a clog upon the redemption and was invalid. The principle was thus stated by RIGBY, L.J., in the Court of Appeal: "The property which comes back to the mortgagor must not be worse than it was when it was mortgaged, and the mortgagee must not, either expressly or by implication, reserve to himself any hold upon the property after the time for redemption has arrived and the right of redemption has been put in force" (48 W. R. 629; 1900, 2 Ch., p. 457). If on redemption the public-house came back to the mortgagor subject to a restrictive covenant imposed

as a term of the mortgage, this principle would be violated, and hence on redemption the covenant was held to have come to an end.

It would be clearly very difficult to support *Santley v. Wilde* after the decision in the House of Lords in *Noakes v. Rice*, and in effect—though Lord LINDLEY was of a different opinion—*Santley v. Wilde* would seem to have been overruled. "The transaction in that case," said Lord MACNAGHTEN in *Noakes v. Rice*, "seems to me to have been nothing more than an ordinary mortgage to secure an advance of money, with a superadded obligation offending against the settled principles of equity in that it rendered redemption impossible." The mortgagor would not get the property back in the same state as when he mortgaged it if he was bound to go on paying a share of the profits to the mortgagee, and hence the correct decision would have been that on redemption this obligation came to an end. The case of *Bradley v. Carritt* (*supra*) represents a further variation of the same problem. There the appellant and defendant—in the courts below the case was *Carritt v. Bradley* (49 W. R. 593; 1901, 2 K. B. 550)—had a large interest as shareholder in a tea company. He assigned his shares as security for an advance of £2,250, and, as a term of the mortgage, he guaranteed that the mortgagee should always be employed as broker for the sale of the company's teas. The mortgage was paid off, and the mortgagor claimed to be then released from his guarantee, but there is an obvious distinction between the circumstances here and those in *Santley v. Wilde* and *Noakes v. Rice*. In both the last two cases the advantage which the mortgagee bargained for imposed a burden on the mortgaged property—in *Santley v. Wilde*, diminution of rents; in *Noakes v. Rice*, the burden of a restrictive covenant—and in each it was necessary that the advantage should be terminated if the property was to come back unprejudiced to the mortgagor upon redemption. But in *Bradley v. Carritt* the guarantee that the mortgagee should be employed as broker did not impose any burden upon the shares which were mortgaged, and on redemption the mortgagor would have become unfettered owner of the shares, even though he had remained liable under his guarantee to secure the employment of the mortgagee as broker. Hence both BIGHAM, J., and the Court of Appeal held that the guarantee was not confined to the existence of the security, and that it was enforceable even after the loan had been paid off.

In the House of Lords this result has been reversed by a majority of three to two—Lords MACNAGHTEN, DAVEY, and ROBERTSON, against Lords SHAND and LINDLEY—and the effect is to introduce a new subtlety into the law of mortgages. It is immaterial—so it is now held—to consider whether the collateral advantage claimed by the mortgagor constitutes a burden on the mortgaged property. In the view of Lord MACNAGHTEN, the mortgagor's shares were in effect prejudiced by the necessity of his having to retain control over them in order to influence the company to employ the mortgagee as broker. "Mr. BRADLEY," he said, "could not have safely sold or mortgaged any of these shares when he got them back." But even this indirect fetter upon them was not necessary to establish the invalidity of the guarantee. "I do not think," said the same learned judge, "it is necessary that there should be any hold upon the property, direct or indirect." It is enough that the mortgagor, after redemption, still finds himself burdened with the results of the mortgage. To keep him under this burden is, according to Lord MACNAGHTEN, to impose, for practical purposes, a fetter upon redemption. The judgment of Lord DAVEY is not at present reported, but in *Noakes v. Rice* he expressed very clearly the view that all incidents of the mortgage must cease on redemption. "When once," he said, "you come to the conclusion that a stipulation for the benefit of the mortgagee is part of the mortgage transaction, it is but part of his security, and necessarily comes to an end on payment off of the loan." This is the position which Lord LINDLEY on the present occasion has refused to admit. He would allow the permanence of any stipulation which does not put a burden upon the mortgaged property. "I cannot bring myself to believe," he says, "that it is part of the law of this country that mortgagors and mortgagees cannot make what bargains they like with each other, so long as such bargains are not inconsistent with the right of the mortgagor to

redeem the property mortgaged by discharging the debt or obligation to secure which the mortgage was effected." This opinion seems fairly to express all that is necessary in order to give effect to the principle that equity will not allow any clog upon the equity of redemption. A stipulation which does not touch the mortgaged property imposes no clog upon redemption, and to refuse effect to it seems to be to extend the principle which, in the case of mortgages, forbids freedom of contract. However, the majority of the House of Lords are on the other side, and it is now settled, not only that equity forbids the mortgagee to have any collateral advantage which fetters the right of redemption, but further, that it forbids the continuance of any collateral advantage whatever after the mortgage has been paid off.

The Custody of Trust Securities.

THERE are few questions of more practical importance to trustees, and none upon which more confusion appears to exist in the mind of the average layman, than their exact legal rights with regard to the custody of trust securities. It cannot be said, moreover, that even solicitors have very clearly defined views upon this point, and a short review of the principles governing it in the light of the most recent case—*Re Sisson's Settlement* (51 W. R. 411)—may be of practical use to both the lay and professional trustee. The very fact that the decision of SWINFEN EADY, J., in *Sisson's case* is based on peculiar facts, and is by no means exhaustive of the subject, makes it additionally useful at this moment to review the whole question.

The principle of law upon which a trustee must act in this matter is of course well recognized, and of long standing—namely, that he must exercise the same degree of diligence and care in the execution of his office that a man of ordinary prudence would exercise in the management of his own affairs. The only difficulty which arises is in the application of the principle, especially in the case of co-trustees, one of whom is perhaps a business, possibly a professional man, and the other a man whose position and pursuits make it very difficult or disagreeable for him to give the necessary time and attention to trust business. In dealing with this subject it will be convenient to distinguish between different classes of securities, since, although the general principle applies equally to all, it will be found that the exceptions to the general rule depend to some extent upon the nature of the particular security. For this purpose trust securities may be conveniently classified under three heads: (1) Muniments of title—that is, all deeds and documents relating to the title to real estate; (2) stock certificates, bonds, debentures, or other documents of such a nature that they cannot be dealt with without some joint act of the trustees; (3) bonds and certificates to bearer.

The first point which trustees must bear in mind is that they must do nothing with regard to any of the above securities by which they may deprive themselves of the power of retaining custody and control of them. For instance, they must not, in the absence of express authority conferred by the trust instrument, invest the trust funds on a contributory first mortgage, because trustees investing on any particular mortgage security are bound to have the trust money and the security in their own names exclusively, and if the security is in the name of others they are not fulfilling that obligation: *Webb v. Jonas* (39 Ch. D. 660). In fact, if the investment, whatever form it may take, is of such a character that there is the least possibility of some stranger to the trust having the power to deal with or get control of the security without the knowledge of the trustees, their only safe course is to have nothing to do with it.

Coming now to the nature of the custody and control which trustees should preserve in regard to different kinds of securities, the first to be considered are title deeds. It will be at once recognized that, except in very simple cases, it would be almost impossible to apply the rule in all its strictness to muniments of title, and certain well-established exceptions are to be noticed. If from the nature of the trust reference to the deeds is only a matter of rare occurrence, the trust being more or less dormant, as often happens, then it is proper for trustees

to arrange for the deeds to be locked up and deposited in safety either at a bank or safe deposit, or in the strong room of their own solicitor, or anywhere where it is reasonable to consider they will be secure, and that no one but the trustees will have access to them. In *Field v. Field* (42 W. R. 346) this was laid down as the proper course to pursue, and, if so, it may be a little difficult at first sight to see why the principle contended for in *Sisson's case* (*supra*)—namely, that a trustee has a strict legal right to have title deeds kept in a box to which access could only be obtained by the trustees jointly, was not affirmed. But it must be remembered that in that case the deeds had for many years been in the custody and control of one of two trustees, and the other trustee, without rhyme or reason, suddenly sought to have them deposited in a bank in such a way that access to them could only be obtained by them jointly. SWINFEN EADY, J., refused to recognize any such right, on the ground that no special case had been made out for removing them, and that the recognition of such a rule would greatly impede the execution of trusts. It may be argued possibly that this view is contrary to principle, because trustees are, in the first place, bound to retain the custody and control of title deeds, and can only excuse themselves by establishing that for some purpose connected with the execution of the trust they reasonably parted with such control, and that, therefore, their legal right is incontestable, whether as between one another or as between themselves and third parties. But there was no suggestion in *Sisson's case* that the control of the deeds by the trustee who retained them was, in the circumstances of the trust, an unreasonable exercise of the trustees' discretion as prudent business men. Indeed, in view of the almost universal and most convenient practice of trustees to do so, no such suggestion could be made. Therefore, where co-trustees have for a long period followed such a course, the onus is, it is submitted, on the trustee who seeks to make a change to shew good cause for doing so.

There is a tendency in some quarters to suggest that *Sisson's case* may seriously weaken the leading principle which governs the conduct of trustees in this matter. We do not, however, share that fear. For there are, of course, well-recognized exceptions already to the general rule. If, for instance, the particular circumstances of any trust necessitate frequent reference to the trust deeds, as, for instance, the development of the trust property on the lines of a building estate, a protracted litigation, or anything else, then obviously it is reasonable for trustees to allow a solicitor to have the custody and control for that purpose. It is true that the trustees must be careful that they do not remain in his hands longer than is reasonably necessary for the particular purpose, and should satisfy themselves that they are all in order when restored to their control. If, for instance, they part with the deeds for the purpose of some sale and re-investment, or some change of investment, they ought to be careful that they are returned in due course, and that all the securities are intact, and they cannot safely delegate their duty in this matter: *Mendes v. Guedalla* (10 W. R. 482). Moreover, when litigation, for which access to such deeds is necessary, has terminated, they ought to take all reasonable steps to reduce the securities again into their control, and the mere fact that an administration is proceeding by the court does not excuse them from such necessity: *Re Dewar* (33 W. R. 497). But, although it cannot be too strongly impressed upon trustees that they are not justified in allowing trust securities to remain in a third party's control any longer than is reasonably necessary for the purpose, whether the third party be solicitor, broker, banker, or anyone else, yet the nature of trust business is such that, especially where their co-trustee is a solicitor, it is almost essential that the trustee who takes the active part in the trust should not be hampered by having to apply to his co-trustee whenever he wants to refer to the trust deeds, and that, so long as he has no reason to question his co-trustee's integrity, to allow such access is, in the opinion of the court, reasonable and proper.

The rules which have been already noticed with regard to title deeds apply, generally speaking, to documents of title of the class secondly noticed—stock certificates in the joint names of trustees, and other securities of that character, which cannot be dealt with readily because they necessitate a formal transfer or

other joint act of the trustees. But when we come to deal with the third class of securities—namely, bonds and certificates payable to bearer, a very much more stringent rule may very reasonably be adopted by trustees, or at any rate they should consider with very much greater care the exceptional circumstances in which it may be suggested that they will be justified in departing from the strict rule. For the facility with which such securities can be dealt with makes it imperative to jealously guard against accidents. It is very seldom, probably, that trustees will be justified in handing over this class of security to any agent, to be retained for any length of time. Certainly, generally speaking, they should keep them, though not necessarily in their own custody, at any rate in some place where they cannot be got at without the consent of the whole body: *Field v. Field (supra)*. But even in the case of these, it may be reasonable in some circumstances, as, for instance, if one trustee is abroad for any length of time, to entrust them to the custody of a solicitor-trustee.

In conclusion, it may be said that an unreasonable application of the main principle governing the control of documents of title by trustees would make the proper administration of trusts impossible, and this seems to have been the common sense view upon which *Sisson's case* was decided.

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Sir,—In the report of the above case in your issue of Saturday last it is stated that the defendant travelled as a representative of the Commercial Travellers' Association in order to have the point in question decided. Will you please contradict this statement in your next issue? I did not travel as the representative of the Commercial Travellers' Association, nor am I connected with that body directly or indirectly, and the association had nothing whatever to do with the case. I am at a loss to understand how the learned counsel for the railway company came to make such a gross misstatement, as there was not the slightest foundation for it. I am a solicitor practising in Huddersfield, and do not act for the Commercial Travellers' Association, nor, in fact, do I know anything about them.

A. E. T. HINCHCLIFFE.

13, Westgate, Huddersfield, May 13.

Sir Francis Jeune is stated to be suffering from an affection of the leg which necessitates rest and treatment. He is likely to resume his duties in court in the course of a few days.

Points to be Noted.

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(Original Motions.)

Priest v. Last. Application of respondent Priest for security for cost of appeal (No. 40, New Trial Paper). £20 to be paid into court. May 11.

Yestman v. London and Liverpool Ashanti (Limited). Application of defendants for security for costs of appeal (No. 39, New Trial Paper). £20 to be paid into court. May 11.

In re The Workmen's Compensation Act, 1897. Shea v. Drolenvaux & Brenner. Application of respondents for security for costs of appeal (No. 24, W.C.C.). £10 ordered within a month. May 11.

(Interlocutory List.)

Ganey (Judgment Creditor). The General Labourers' Amalgamated Union (Judgment Debtor). Thomas Coffee (Garnishee). Appeal of garnishee from order of Mr. Justice Bucknill (set down April 29, 1903). Dismissed with costs on preliminary objection. May 11.

The Lord Mayor, Aldermen, and Citizens of the City of Manchester v. James Sugden (Surveyor of Taxes) (Revenue Side). Appeal of respondent from order of Mr. Justice Phillimore (set down March 12, 1903). Dismissed with costs. May 11.

The Gresham Life Assurance Society (Limited) v. George Henry Bishop (Surveyor of Taxes) Revenue Side. Appeal of respondent from order of Mr. Justice Phillimore (set down March 12, 1903). Dismissed with costs. May 11.

Asfar v. Strick & Co. (Limited). Appeal of defendants from order of Mr. Justice Phillimore (set down May 5, 1903). Dismissed; no costs on either side. May 12.

McCaull & Co. v. The Anglo-Colonial Produce Agency. Appeal of defendants from order of Mr. Justice Phillimore (set down May 6, 1903). Allowed; costs to be costs in the cause. May 12.

(New Trial Paper.)

Boucas v. Cooke, Coutts & Reynolds. Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Ridley and a common jury, Middlesex (set down Dec. 12, 1902). Judgment entered for defendants with costs. May 12.

(Interlocutory List.)

Mitchell v. J. Griffiths and Others. Appeal of defendants W. H. Andrews, J. Hughes and E. T. Jones from order of The Lord Chief Justice and Justices Wills and Channell (set down April 28, 1903). Dismissed with costs. May 12.

(New Trial Paper.)

Geller v. Singer. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Ridley and a common jury, Middlesex (set down Dec. 20, 1902). Dismissed with costs. May 13.

Lewis & Lewis v. The Taff Vale Railway Co. Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Bucknill and a special jury, Swansea (set down Dec. 23, 1902). Struck out for want of appearance. May 13.

Godley v. Rains. Application of defendant (in person) for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Walton and a special jury, Liverpool (Preston D.R.) (set down Dec. 23, 1902). Dismissed with costs. May 13.

(For Judgment.)

Roberts v. Daniels. Application of plaintiff (*in forma pauperis*, by leave) for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Ridley and a common jury, Middlesex. New trial ordered. May 14.

(For Hearing.)

Dawson v. Spetch & Thomas. Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Kennedy and a special jury, Leeds (set down Dec. 24, 1902). Dismissed with costs. May 14.

Appeal Court II.

(In Bankruptcy.)

In re A Debtor, No. 327 of 1903 (ex parte The Debtor). Application (by leave). Leave to appeal granted. May 8.

(General List.)

Paulder v. Ruston (Limited). Appeal of defendants from order of The Vice-Chancellor of the County Palatine of Lancaster (set down July 14, 1902). Dismissed with costs; cost of shorthand notes agreed. May 8.

Knowles & Sons (Limited) v. Sackville & Swallow. Appeal of defendants from order of the Vice-Chancellor of the County Palatine of Lancaster (set down Nov. 5, 1902). Dismissed with costs on opening. May 9.

In re The Companies Acts, 1862 to 1890, and In re Innes & Co. (Limited). Appeal of respondents from order of Mr. Justice Kekewich (produce order) (set down Feb. 16, 1903). Allowed with costs; liquidator to have costs out of estate. May 12.

(General List.)

Hipley v. Griffiths. Appeal of plaintiff from order of Mr. Justice Farwell (set down Feb. 16, 1903). Dismissed with costs. May 13.

(Original Motion.)

In the Matter of the Companies Acts, 1862 to 1893, and in the Matters of Radford & Bright (Limited). Application of G. W. Breffitt (respondent), for stay of proceedings pending appeal (No. 81, Chancery Final List). Struck out for want of appearance. May 13.

Divorce. Douglas Pennant v. Douglas Pennant and Fielden (Co-respondent). Appeal of co-respondent from order of the President (set down May 7, 1903). Dismissed with costs. May 13.

(General List.)

Jones v. Beavington. Appeal of plaintiff from order of Mr. Justice Buckley (set down Jan. 21, 1903). Dismissed; plaintiff to have costs of appeal, and defendant to have costs in court below. May 14.

[Compiled by Mr. ARTHUR F. CHAPPEL, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

MAYNARD v. CONSOLIDATED KENT COLLIERIES CORPORATION (LIM.). No. 1. 7th May.

COMPANY—SHARES—REGISTRATION OF TRANSFER—CONSIDERATION NOT TRULY STATED—STAMP SUFFICIENT TO COVER CONSIDERATION STATED—RIGHT OF COMPANY TO REFUSE TO REGISTER TRANSFER—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 14, sub-section, 4; s. 17.

Appeal from the judgment of Lawrance, J., at the trial of an action with a jury. The facts, so far as material to raise the question for which the case is reported, were as follows: Tucker was the registered holder of 1,300 £1 shares in the defendant company, which had been issued to him in exchange for shares in another company which had been taken over with other companies by the defendant company. These shares were credited with 17s. 7d. paid up on each share, leaving 2s. 5d. unpaid. The 2s. 5d. a share having been called up, in April, 1901, Tucker agreed to sell the shares to the plaintiff, who inquired from the defendant company how much was owing upon them. He was told that £158 8s. 3d. was due, and he paid this sum to the company, and a further sum to Tucker, and a transfer of the shares was executed by Tucker and the plaintiff. The transfer stated that the consideration therefor was £158 8s. 3d. and bore a stamp proportionate to that sum. The consideration so stated was admittedly too small, and if the consideration had been truly stated in the transfer, a stamp of a higher value would have been necessary. The company refused to register the transfer, but in March, 1902, they consented to register it. The shares in the meantime had considerably depreciated in value, and the plaintiff brought this action to recover damages for the wrongful refusal to register the transfer. It was contended on behalf of the plaintiff that the defendant company could not go behind the consideration stated on the face of the transfer, and that if the stamp was sufficient for the consideration so stated the company were bound to register the transfer. The jury found that the consideration was not truly stated in the transfer, and assessed the damages at £150. Lawrance, J., gave judgment for the defendants. The plaintiff appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal. They held that the defendant company could go behind the consideration stated on the face of the transfer, and if the transfer was insufficiently stamped in respect of the real consideration, they could refuse to register it. The company wanted the transfer for their own protection to justify them in erasing one name from the register and inserting another in its place in case the alteration of the register was impeached in a court of justice. If the consideration was not truly stated the transfer was not duly stamped, and by section 14, sub-section 4, of the Stamp Act, 1891, the transfer could not be made available for any purpose whatever. The transfer, therefore, not being available for any purpose whatever, would afford no protection to the company, and they were not bound to register it.—COUNSEL, *Gore-Brown*, K.C., and *G. A. Bonner*; *Hammond Chambers*, K.C., and *C. C. Scott*. SOLICITORS, *Burnie & Co.*; *Dale, Newman, & Hood*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re INNES & CO. (IN LIQUIDATION). No. 2. 11th May.

COMPANY—WINDING UP—CONTRIBUTORY—ISSUE OF FULLY-PAID SHARES WITHOUT CONSIDERATION—LIABILITY OF ALLOTTEE.

Appeal from the decision of Kekewich, J. (reported in 31 W. R. 378; 1903, 1 Ch. 674). In 1899 two brothers, Messrs. Robert and John Hepburn Innes, who had certain patent rights, arranged with six shipowners to form a private company, and to sell to this new company their business and patent rights for £6,000, payable as to £3,000 in cash, and as to £3,000 in fully-paid shares. It was agreed (1) that the capital of the company should be £25,000, divided into 2,500 shares of £10 each; (2) that of these 2,500 shares the vendors should take 300 fully paid up as the balance of the purchase-money; (3) that the six shipowners should take and pay for fifty shares a-piece for the purpose of raising the £3,000 payable in cash to the vendors; (4) that of the remaining 1,900 shares each of the six shipowners should take 300 fully-paid shares for his own benefit; (5) that the remaining 100 shares should be placed in the joint names of three of the shipowners, who became directors, to be applied in making bonus payments to persons introducing business to the company. On the 7th of December, 1899, the company was duly incorporated with a capital of £25,000, divided into 2,500 shares of £10 each. No prospectus

was issued, and there was no intention to go to the public with shares. In pursuance of the above-mentioned arrangement an agreement dated the 23rd of March, 1900, was entered into between the vendors and the company, whereby the vendors purported to sell their business and patent rights to the company for £25,000, payable as to £3,000 in cash and as to £22,000 by the allotment to the vendors or their nominees of £2,200 fully-paid shares. This agreement was duly registered, and the shares were allotted in accordance with the antecedent arrangement. In November, 1901, the company went into liquidation, and a summons was taken out by the liquidator against the four directors of the company, for a declaration that the three shipowner directors were liable as contributories for the full amount of the fully paid-up shares which they had received, and, in the alternative, for a declaration that all four directors were liable for misfeasance. Kekewich, J., without deciding the misfeasance point, held that the agreement of the 23rd of March, 1900, was a mere sham, and that the three director allottees were liable as contributories who had paid nothing in respect of the shares allotted to them. The directors appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The suggestion urged by the liquidator is that in some way or another the appellants have received shares without giving consideration for them in any shape, that the transaction rightly viewed really constituted a gift of shares by the company to these gentlemen. I cannot agree with that suggestion. The transaction of the 23rd of March, 1900, was a transaction which entitled the vendors to have, as part of the consideration for the property they were selling, certain shares at their disposal; it was a transaction between the company and the vendors, and not between the company and the directors. It was a transaction which has not been impeached, and which it is impossible to ignore. It is said, however, that though this is so we ought to treat the business assets, which were sold, as being of the value of £6,000 and no more, and consequently that we ought to treat the fully-paid shares given beyond that price as not really being a part of the consideration for the purchase, but as a gift made by the company to the vendors for the purpose of being handed on to these directors. A great many cases have been cited as shewing that the court is not bound by the form of a contract, but is entitled to go behind it. We are invited to say that the transaction was colourable, that, whilst purporting to be the payment of a price, it was really a gift. This is a mere question of fact, and I cannot agree that we ought to come to this conclusion of fact at all. It cannot be suggested that mere inadequacy of price is sufficient of itself to invalidate a contract. To do that one must shew that the contract of purchase in truth and in fact was something else than a purchase. I have seen nothing in the evidence at all to lead me to say that the transaction was not what it purported to be. I am of opinion that, for these reasons, the judgment of the court below must be reversed.

ROMER, L.J.—I have come to the same conclusion. The liquidator's case rests on two assumptions. The first is that prior to the formation of the company there was an agreement that the Messrs. Innes should sell their property to the company for £6,000 only. I cannot agree with that assumption at all. It was most important to Messrs. Innes that they should obtain a control over the share capital, and that they should secure the confidence in the company of the six shipowners, and to my mind the negotiations of the parties and the arrangements come to prior to the formation of the company are quite consistent with the view that the purchase-money should be fixed at £25,000, and that the six shipowners should get from Messrs. Innes, as vendors, such part of the 22,000 shares as had been arranged between them. The second assumption, on which the liquidator rests his case is that Messrs. Innes contracted to sell their patent rights to the company for £6,000. It is impossible to make such an assumption. No such contract ever existed. The contract which was in fact made and registered carried out, to my mind, the real intention of the parties, and but for that contract the company would never have acquired the patent rights which they did acquire. It is impossible to place the appellants upon the list of contributories as holders of unpaid shares. There was no taking of shares as between them and the company. They only acquired the shares as nominees under the rights of the two Innes. Lastly, the liquidator cannot succeed on the ground of misfeasance. The shareholders were eight in number, all were *vis juris*, no other shareholders were contemplated. The company, as a whole, knew of these shares being given to the six shipowners, and so could not impeach the transaction. Much less can the creditors of the company impeach it. If they had looked at the registered contract they would have seen what the position of affairs was, and of what the company's assets consisted. They are not deceived.

COZENS-HARDY, L.J.—The misfeasance part of the summons cannot be supported, as all the shareholders knew and acquiesced. As to the other part of the summons, the court is bound by *Carlton's case* 24 W. R. 165, 1 Ch. D. 115. There was only one contract between the vendors and the company, and it cannot now be impeached. The court cannot go into the question of consideration. The vendors, as between themselves and the company, were entitled to these shares as fully paid up, and were entitled to have them allotted to their nominees.—COUNSEL, *Upjohn, K.C.*, and *Jessel; Gore-Browne, K.C.*, and *Cozens-Hardy*. SOLICITORS, *P. W. Hill; Burn & Bertridge*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

Re **HALL, FOSTER v. METCALFE**. No. 2. 5th May.

WILL—CONTINGENT LEGACY—APPROPRIATION.

Appeal from the decision of Kekewich, J. (reported 51 W. R. 107). The facts were as follows: By his will, dated the 26th of November, 1896, William Hall gave to each of his god-children (by name) who should survive him and who should attain the age of twenty-one years or marry

under that age a legacy of £1,000 free of legacy duty, but without interest in the meantime. The testator died on the 14th of October, 1897. Phyllis Chalmers, one of the god-children named in the will, was, at the date of the testator's death, an infant and unmarried, but she had since attained twenty-one. Two other god-children were still infants and unmarried. In 1899 the trustee of the will invested three several sums of £1,000 in the purchase of trustee securities to meet the three contingent legacies, and one of the securities, being £700 Great Eastern Railway Irredeemable 4 per cent. Stock, was appropriated by them to meet Miss Chalmers' legacy. The stock in question depreciated in value, and when Miss Chalmers came of age she refused to accept the stock in satisfaction of her legacy. The surviving trustee thereupon took out a summons to determine the validity of the appropriation. Kekewich, J., came to the conclusion that the appropriation was good, and ordered the legatee to pay the costs of all parties. Miss Chalmers appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I do not think that in this case the order of the learned judge can be supported. The question is whether the trustees of the will had any right to make such appropriation without the consent of the legatee, and having made it, had then the right to say that the loss arising from the depreciation of the stock appropriated must be borne by the legatee. I am of opinion that it is not true to say that they could make such an appropriation and that the loss must fall on the legatee. The question really in each case is this: When an investment is made which it is desired to appropriate to a particular object, whose property is the sum so invested? Is it the property of the legatee? Or does it remain a portion of the estate? In my judgment, if you ask that question in the present case, where the legacy was contingent and the legatee was to take the legacy without interest in the meanwhile, the answer is that the sum invested did not become the property of the legatee, but remained a part of the estate. There was no such appropriation here as could have caused the legatee to bear the loss or take the profits. The interest became a part of the estate of the testator, and, in the event of not being wanted to satisfy the debts or obligations of the testator, would go to the estate of the residuary legatee. There has been some confusion during the argument between a legacy payable in *future* and a contingent legacy. A legatee in the former case has an undoubted right to go to the trustee of the will and require him to invest the amount of his legacy, and, when this is done, the fund invested is really appropriated and the gain or loss falls on the legatee. In the present case, not only is the legacy contingent, but the interest in the meantime does not go to the legatee. The executors, in my opinion, had no other right than to retain, as part of the estate, a sufficient sum to answer this legacy, should it become necessary to do so by the happening of the contingency. An executor is not entitled at his own will to take any portion of the estate and turn it into a trust with the contingent legatee as *cestui que trust*. No doubt this might be done by the court or by arrangement. But the executors under this will had no such authority, and the loss cannot fall on Miss Chalmers.

ROMER and COZENS-HARDY, L.J.J., delivered judgments to the same effect.—COUNSEL, *Buckmaster, K.C.*, and *Baldwin; Warrington, K.C.*, and *Northcote; Clouston; Crookfield*. SOLICITORS, *J. A. Bartrum; Collyer-Bristow, Hill, Curtis, Dods, & Booth; Edgar Robins & Clark*.

[Reported by R. R. CAMPBELL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

THE GUARDIANS OF BOOTLE UNION v. THE GUARDIANS OF WHITEHAVEN UNION. *Byrne, J.* 7th and 8th May.

LOCAL GOVERNMENT—JOINING PARISHES—ORDER OF COUNTY COUNCIL CONFIRMED BY LOCAL GOVERNMENT BOARD—ADDITION TO PARISH—CHANGE OF UNION OF ADDED AREA—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 57 (1).

Action. The question raised was whether a portion of one parish which had been added to another parish by order of the county council duly confirmed became included in the union of the parish to which it was added, or remained in the same union as before the order. The parish of Seascale and that of Drigg and Carleton adjoin each other, and are part of the county of Cumberland. At the time of the order of the county council next mentioned, the old parish of Seascale was within the area of the Whitehaven Union and within the Whitehaven Rural Sanitary District, while that of Drigg and Carleton was within the area of the Bootle Union and within the Bootle Rural Sanitary District. By article 1 of an order of the County Council of Cumberland, made the 7th of November, 1900, there was added to the parish of Seascale a certain part of the parish of Drigg and Carleton, and by article 2 the whole of the parish of Seascale as extended by the order was to form part of the Bootle Rural District, and the boundaries of the Bootle and Whitehaven districts were altered accordingly. This order was confirmed by an order of the Local Government Board on the 26th of September, 1901. There was no provision in the order expressly determining the union of the added portion. In October, 1901, the Guardians of the Poor of the Whitehaven Union issued a precept requiring the overseers of the parish of Seascale to contribute towards the common fund of their union certain sums which were calculated as the contribution from the parish of Seascale as extended by the above-mentioned order, and the overseers of Seascale made rates to answer the sum called for, in which the rateable hereditaments in the added portion of the parish were assessed. Thereupon the Guardians of the Poor of the Bootle Union brought this action claiming a declaration that the portion added to the parish of Seascale still formed part of the

Boyle Poor Law Union, and for an injunction restraining the defendants from levying the rates.

BYRNE, J.—It is urged that the order of the county council, as confirmed by the Local Government Board, did not operate, and was not intended to operate so as to take the transferred part of the parish out of the one poor law union and include it within the other poor law union; and, secondly, that there was no jurisdiction in the county council to effect an alteration in the boundaries of the poor law unions. It was pointed out that there is no power under the Local Government Act, 1888, for a county council to make such an order, although under section 58 of the Act the Local Government Board may make certain orders where poor law unions are situated in more than one county. There is no doubt that the order in question has taken away a portion from one parish and added it to another. What is the consequence of that with reference to the poor law union? Unions consist, and, so far as I know, always have consisted, of parishes—at least, speaking generally, and in the absence of some possible special modification. I do not think that that means that unless the boundaries of a union are expressly altered it must consist of parishes of the same area and the same identical acres as it consisted of at the time of its creation. In the case of *The Guardians of West Ham Union v. The London County Council* (46 SOLICITORS' JOURNAL, 245, 50 W. R. 275; 1902, 1 K. B. 562), where a part of one parish had been added to another by an order of the Local Government Board in 1886, it was held by the Court of Appeal that the order had not destroyed the identity of the parish to which the addition had been made; so that you may have a parish to which part of another has been added remaining the same parish by the name it formerly had. That is the case here. The poor law union includes the parish of Seascale, and that parish still exists, though of different dimensions, and its identity has not been destroyed. The acreage of the Whitehaven Union is larger than it was, but its area, as reckoned by parishes, has not been increased. There are no words in the Act negating any change in the acreage of the union or negating the legal consequences resulting from the parochial transfer. I do not think that I can hold that a portion only of the new parish of Seascale is within the Whitehaven Union, and I dismiss this action.—COUNSEL, *Levett, K.C., and R. C. Glen; Macmorran, K.C., and Naldrett.* SOLICITORS, *Leonard H. West, for John Clark, Broughton-in-Furness; Speechly, Mumford, & Craig, for Atkinson & Bennett, Whitehaven.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

CARTER v. ROBERTS. Byrne, J. 8th and 9th May.

PRACTICE—MOTION TO COMMIT—EXHIBITS TO AFFIDAVITS—SERVICE OF COPIES UPON THE RESPONDENTS.

Motion. This was a motion in a partnership action by the plaintiff for committal of the defendant for not having paid certain sums of money into the partnership account with the bankers, and for a receiver of the assets of the partnership, in compliance with an undertaking given in the action by the defendant. Counsel for the plaintiff now stated that there were certain exhibits to affidavits filed by the plaintiff upon the motion, and that copies of these exhibits had not been served upon the defendant, and they applied for an adjournment to enable this to be done. To this the counsel for the defendant objected, upon the ground that this omission was a fatal irregularity which could not be cured; and that the motion, so far as it related to committal, should be dismissed at once.

BYRNE, J.—The question arises under ord. 52, r. 4. There are two cases bearing upon the question. The first is *Re Hutchings* (W. N. (1887), p. 254), but that is not really a decision upon the point, because Stirling, J., who decided it, considered that if there was an irregularity it had been waived by the defendant. The other case is that of *Rosenbaum v. Belson* (W. N. (1901), p. 124) which came before me. As far as I can remember, counsel for the plaintiff in that case did not press the motion. If I went so far in that case as to decide that the fact of the exhibits not having been served on the defendant was a fatal objection, I am not prepared to say that I was right. I have now heard the question fully argued on both sides. Although for some purposes an exhibit is part of an affidavit, for other purposes it is not so. Thus, in ord. 38, rr. 23 and 24, affidavits are treated as not including exhibits. But under the former rule the Court of Appeal in *Re Hinchcliffe* (1895, 1 Ch. 117) held that the exhibit was part of the affidavit for the purposes of inspection. In *Re Hutchings* Stirling, J., was of opinion that exhibits were not within the terms of rule 4 of order 52—that is to say, that the word affidavit does not as a term include an exhibit. It has been pointed out to me that in some cases it would be impossible to serve a copy of an exhibit upon the defendant, as, for instance, in a motion to attach for infringement of a patent for an invention where an iron safe weighing a ton had been made an exhibit. Other cases might be imagined where it would be oppressive to require the party moving to serve copies of even written documents, as, for instance, where the exhibit was a long account the original of which was known to be in the respondents' possession. I come to the conclusion that order 52 does not in terms require the applicant to serve copies of exhibits to affidavits upon the respondent so as to impose upon him a duty the non-performance of which results in his motion being dismissed for irregularity. At the same time the meaning of the rules is that the respondent should have fair notice, not only of the grounds upon which the motion is made, but also of the evidence which is intended to be used upon it. And although it is not strictly within the terms of the rules, yet I think that in an application where the affidavits without the exhibits did not shew the true nature of the case against the respondent, the party for committal who did not furnish the respondent with copies of such exhibits as were reasonably necessary to enable him to understand fairly what was the case against him would be liable to have the application dismissed. I think the plaintiff is entitled to have an adjournment.—

COUNSEL, *Levett, K.C., and T. Douglas; Rowden, K.C., and P. S. Stokes.* SOLICITORS, *Jaques & Co., for C. Beaumont Cottam, Ludlow; Chester, Broome, & Griffiths, for Weyman & Weyman, Ludlow.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

LONDON COUNTY COUNCIL v. SOUTH METROPOLITAN GAS CO.
Joyce, J. 4th May.

LOCAL GOVERNMENT—POWER TO MAKE "DAILY" TEST OF GAS—INCLUSION OF SUNDAY—CONSTRUCTION OF STATUTES.

This was an action brought by the plaintiffs for a declaration that under the Acts hereinafter mentioned they were entitled to make daily tests (including Sundays) of gas for the purpose of ascertaining whether during the whole of each day the gas supplied by the defendants was of the quality, as regards purity and illuminating power, prescribed by the defendants' special Acts. In the South Metropolitan Gas Light and Coke Co.'s Act, 1869, the word "day" was defined as meaning twenty-four hours reckoned from 9 o'clock on the forenoon of one day to 9 o'clock on the forenoon of the next following day, so much of each day as was before 9 o'clock in the forenoon being reckoned as part of the preceding day. The Act further provided for the appointment of certain officials as gas referees, and by the South Metropolitan Gas Light and Coke Co.'s Act, 1876, the gas referees were to prescribe the mode to be adopted in testing the quality of the gas supplied by the company to its customers, and also the locality and number of the testing places. These testing places were to be provided by the company, and to be under the control of the Metropolitan Board of Works, and the Act of 1876 further provided that gas examiners should be appointed by the board for the several testing places within the jurisdiction of the board. Between the years 1868 and 1875 similar or kindred provisions were enacted in respect of the other gas companies of the metropolis. In 1879 the South Metropolitan Gas Light and Coke Co. became by change of name the South Metropolitan Gas Co., who were the defendants. By the Gas Light and Coke and other Companies Acts Amendment Act, 1880, which applied to the Gas Light and Coke Co., the Commercial Gas Co., and the defendant company throughout the districts of such companies, it was enacted that for the purposes of its application throughout any one of such districts the expression "the company" should be taken to mean such one of the said companies as was for the time being authorized to supply gas in such district, and the expressions "gas referees" and "gas examiner" should have the meanings assigned to them in the special Act of such company, and that the special Act of such company as amended by the Act now stating and the Act now stating should be construed together as one Act, and section 7 provided that a gas examiner should at each testing place make daily such number of tests as the gas referees might prescribe for ascertaining whether during the whole of each day the illuminating power and purity of the gas supplied at such testing place by the company were such as were respectively prescribed under the special Act. The plaintiffs, who were the successors of the Metropolitan Board of Works, had appointed certain gas examiners to act at the testing places of the defendants which had been fixed upon by the gas referees, and upon several Sundays during the months of November and December, 1902, the gas examiners attended at the testing places in question, but were refused admission by the defendants. For the defendants it was argued that for more than thirty years prior to the present date the examiners had made tests on week days only, and the obligation of daily testing imposed by the statutes had always been interpreted as extending to week days only, and that was the generally accepted construction: to make tests on Sundays was a needless innovation, objectionable as entailing Sunday labour on a large number of persons without conferring any commensurate benefit on the public, and they also relied on the Sunday Observance Act, 1677 (29 Car. 2, c. 1). The following cases were cited for the plaintiffs, viz.: *Peacock v. The Queen* (4 C. B. N. S. 264), *Ex parte Simpkin* (8 Jur. 99, 2 Ell. & Ell. 392), *Calder, & Co. v. Pilling* (14 M. & W. 76, at p. 88), *Rawlins v. West Derby Overseers* (2 C. B. 72); and for the defendants, *Yewens v. Noakes* (50 L. J. C. L. 132), *Hawkins v. Gathercole* (6 De G. M. & G. 1), *Commissioners for Special Purposes of Income Tax v. Pemsel* (1891, A. C. 531).

JOYCE, J., in giving judgment, stated the effect of the Acts above-mentioned, and observed that upon the above-mentioned definition of "day," two "days" in each week would contain parts of Sunday, which his lordship took to begin at twelve midnight on Saturday, and to end at twelve midnight on Sunday. In his lordship's opinion "daily" meant every day including Sundays, and if the practice had been not to test on Sundays, the practice had not, in his opinion, been in accordance with the literal terms of the Act: he was asked to put upon the statute a construction different from the very words of the Act, and one which, in his lordship's opinion, would lead to great difficulties in working the Act. Judgment for plaintiffs.—COUNSEL, *Hughes, K.C., and Methold; Warrington, K.C., Lord Robert Cecil, K.C., and L. Rostren.* SOLICITORS, *W. A. Blasland; Hicklin, Washington, & Pasmore.*

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of JOSIAH WILLIAM WORSTER (PRESUMED DECEASED).
Bucknill, J. 11th May.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion in which it appeared that Josiah William Worster married the applicant on the 7th of October, 1875, and there had been one child of the marriage, who was now dead. Mr. Worster was a dentist carrying on his practice at Newington-crescent, Kennington. On the 6th

of April, 1886, he left his home carrying a bag with him, and on that day he sent an unsigned letter to his wife saying that he was going away, and that she would never see him again. On the 29th of March, 1875, he had made a will, and was insured with the Sun Life Office for £300, which office had paid a surrender value. Under the circumstances of the case and the time which had elapsed, it was submitted that no advertisements would be required. The deceased was in ill-health at the time he was last heard of.

BUCKNILL, J., gave leave to swear the death in or since April, 1886.—COUNSEL, *Neenan*. SOLICITORS, *Kerly & Sons*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of CLAUD AUGUSTUS CURRIE (PRESUMED DECEASED).

This was a motion for leave to swear that Dr. Currie died in February, 1896. It appeared that Dr. Currie sailed as ship's doctor from Cardiff for Vancouver, British Columbia, round the Horn, and was at that time suffering somewhat from intemperate habits and from the effects of morphia. He wrote from Vancouver on the 7th of January, 1893, saying that he was bankrupt in health and that the ship had suffered from bad weather and always had six or seven inches of water in her. He had suffered from ulcerated legs, Chilian fever, scurvy, and dysentery. In February, 1896, it was discovered that he had gone to San Francisco, but he had not been heard of since. In 1897 he became entitled to £1,000, and advertisements for information as to his whereabouts had been inserted in Lloyd's newspaper and the *San Francisco Examiner* and the United States Criminal Record, a paper which, said counsel, was of considerable interest on the west coast of America.

BUCKNILL, J., gave leave to swear the death in or since February, 1896.—COUNSEL, *Rayden*. SOLICITORS, *Carr, Scott, Smith, & Goringe*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

MOURMANT AND ANOTHER v. LE CLAIR. PROVINCIAL UNION BANK (CLAIMANTS). Div. Court. May 8th.

BILL OF SALE—OMISSION TO STATE THE AMOUNT OF INSTALLMENTS—BILLS OF SALE ACT, 1882 (45 & 46 VICT. C. 43), s. 9—FORM IN SCHEDULE, DEVIATION FROM.

Appeal by the claimants, the Provincial Union Bank, from a decision of the judge of the Greenwich County Court in an interpleader issue, in which he held that a bill of sale granted by the defendant to the claimants was void as not complying with the form in the schedule to the Bills of Sale Act, 1882. The material part of the bill of sale was as follows: "The grantor doth hereby assign unto the grantee and his assigns all and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £70 and interest thereon at the rate of 1s. in the £ per month. And the grantor doth further agree and declare that he will pay to the grantee the principal sum aforesaid, together with the interest then due, by monthly payments of seven (*sic*) on the 25th day of every month succeeding the date of these presents, the first payment to be made on the 25th day of September next." For the appellants it was submitted that the mere omission to state to what amount the word "seven" referred did not render the bill of sale invalid. The interest to be paid was £3 10s. a month, and it was idle to contend that it was the intention of the parties that the principal should be paid off at the rate of 7s. a month, and therefore the word "seven" must refer to pounds. The courts had held that a bill of sale, being a business document, could be construed in an ordinary business way looking at the whole instrument and the intention of the parties, and that if where so looked at there was no real doubt as to the meaning of a particular word or passage the instrument was not invalidated merely because there was an incomplete statement on the face of the document. *Grannell v. Monck* (24 L. R. Ir. 241) and *Coles v. Hulme* (8 B. & C. 568) were cited. For the respondent it was said that in order to be in accordance with the schedule a bill of sale "must not depart from the statutory form in anything which is a characteristic of that form": per Lord Macnaghten in *Thomas v. Kelly* (13 App. Cas. 520). There was an alternative meaning here to the word "seven," for the true grammatical reading of the word considered with the context was "7s. in the pound per month." *Bird v. Dacey* (1891, 1 Q. B. 29) and *Parsons v. Brand* (25 Q. B. 110) were referred to. The bill of sale did not substantially comply with the form and the decision of the county court judge ought to be affirmed.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) held that the county court judge was wrong in holding that the bill of sale was not substantially in accordance with the schedule of the Act, and allowed the appeal with costs.—COUNSEL, *Herbert Read, K.C.*, and *T. E. Haydon*; *P. O. Robinson*. SOLICITORS, *J. G. Lincoln*; *W. Hood, Croydon*.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

THE PETITION OF RIGHT OF FRANCIS YEOMAN. Com. Court. 4th May.

SHIP—CHARTER-PARTY—DEMURRAGE—FRACTIONS OF A WORKING DAY.

This was a petition of right heard before Bigham, J. The suppliant was one of the owners of the vessel *Hastings*. The Director of Transport for and on behalf of the Lords Commissioners of the Admiralty entered into a charter-party dated the 6th of June, 1901, with the owners of the *Hastings* to load at Cardiff a cargo of patent fuel, and to proceed to Bermuda and there discharge. The charter-party contained the following terms: "The cargo shall be discharged at the average rate of not less than 210 tons per working day, weather permitting . . . Sunday and

all holidays and time lost through strikes . . . rains . . . rolls . . . not to count as discharging time. Demurrage to be paid at the rate of 4d. per net register ton per day, and *pro rata* employed beyond the time allowed for discharging." The question raised was whether the time for discharging was eleven days and a quarter, as the owners contended, or twelve days, as the charterers contended. The discharge at the rate agreed on should have ended during the twelfth day, and the question was whether the charterers were liable to pay demurrage for the remainder of that day, or whether that day was indivisible so as to give the charterers the benefit of the remaining hours of that day. It was contended that the point was covered by the case of *Hacquoil & Co. v. Tapsen & Co.*, which is not reported. That case was by way of appeal from the county court held at Cardiff. The Divisional Court (Day and Lawrence, JJ.) dismissed the appeal on the 21st of April, 1891. The facts of that case as they appear from the county court judge's notes (the 4th of December, 1890) and the charter-party (the 24th of July, 1890) were as follows: "The steamer to be loaded and discharged at the average rate of not less than, say 300 tons for loading and 300 tons for discharging per working day, weather permitting. . . . Holidays or time lost through strikes . . . floods or frosts . . . not to be counted as part of the aforesaid time." "Defendants claimed six days for loading and the same time for discharging cargo. Plaintiffs' contention was that the defendants had 5 days, 10½ hours only to load and discharge. Only question as to construction of clause in charter-party that cargo should be loaded and discharged at the average rate of not less than, say, 300 tons per working day. Judgment for plaintiffs, as I thought plaintiffs' construction of charter-party to be right and the only construction which would give effect to the words 'at the average rate.'" The case of *Gledeson* (1893, P. 269) was also cited.

BIGHAM, J., in giving judgment, said in his opinion there must be judgment for the suppliant.—COUNSEL, *Servaton, K.C.*, and *Adair Roche*; *Sir R. B. Finlay, A.G.*, and *Acland*. SOLICITORS, *Bottrell & Roche*; *The Treasury Solicitor*.

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

KAUFMAN v. GERSON AND ANOTHER. Wright, J. 24th April and 9th May.

CONFLICT OF LAWS—"LEX LOCI CONTRACTUS"—CONTRACT MADE ACCORDING TO THE LAWS OF THE COUNTRY OF THE CONTRACT, AND INTENDED TO BE PERFORMED THERE—RIGHT TO ENFORCE SUCH CONTRACT IN ENGLAND.

Case tried before Wright, J., without a jury. The plaintiff's claim was against the defendant Emile Gerson as principal and against the defendant Augusta Gerson as surety for £152 18s. 8d., the balance of £654 10s. 3d., money lent by the plaintiff to the defendant Emile Gerson, for the payment of which said sum of £654 10s. 3d. the defendant Augusta Gerson became surety for Emile Gerson. The plaintiff also claimed against the defendant Emile Gerson the further sum of £134 9s. 1d., and against this defendant the plaintiff obtained judgment. The defendant Augusta Gerson, as appears in the following facts, entered a defence and counterclaim. The plaintiff, Kaufman, in France placed in the hands of Gerson, as a friend whom he wished to assist, a sum of money to be used in buying skins to be dressed and sold for their joint benefit. Gerson appropriated part of the money to his own use instead of applying it in buying skins. His conduct was criminal in France and a prosecution was threatened. In order to avoid a prosecution and protect the good name of Gerson's children, his wife, the present defendant, under the influence of Kaufman's threat and at his instance, agreed in writing to make good by instalments out of her own property the amount of the defalcation on the express terms that there should be no prosecution on the part of Kaufman. This agreement was made in France, and it was intended by the parties to be governed by French law and to be wholly performed in France. The defendant was English by birth, her husband a German by birth; both were at the time of the agreement domiciled in France. According to the uncontradicted evidence of the single witness called as an expert in French law, and to some authorities which he cited, the agreement was not invalidated in France either on the ground of the compromise of a criminal charge or on the ground of oppression or undue influence, or on the ground of want of illegality or consideration. The wife being now resident in England and having property here, this action was brought against her to recover instalments due and payable under her agreement. It was contended on her behalf that the consideration for the agreement was, according to English law, illegal and contrary to public policy, and that the agreement was obtained by means of undue influence and threats, and therefore ought not to be enforced in this court.

WRIGHT, J., in the course of a considered and written judgment, said: The question in this case was whether the courts of this country ought to enforce a contract made and intended to be performed in a foreign country, and according to the laws of that country, the contract being valid and enforceable in and according to those laws, but such that, if it were an English contract, the courts of this country would refuse to enforce it on grounds of public policy or of undue influence. The question was not novel, but the authorities left room for argument as to their application in this case. The contract having been made in France by parties domiciled there, who intended it to be wholly performed in France and according to French law, it must be *primæ facie* taken to be governed by French law, and, it being taken to be valid by that law, the courts of this country would entertain an action upon it and would give such effect as they could give to the rights of the parties, as those rights are ascertained by French law, unless the defendant could show that the case was within one or other of certain exceptions the general nature of which was well defined and most of which were not applicable in this case. The contract was not impeached on the ground that it was of a criminal or wicked or immoral nature or

such as ought not to be permitted according to the law of civilized countries. It was not impeached on the ground that the enforcement of the contract would be injurious to any public interest of this country. It was impeached principally on the ground that such a contract for the stifling or compromise of a threatened criminal prosecution is contrary to the views of public policy which the courts of this country hold ought to prevail within the limits of their jurisdiction; and it was argued that a foreign contract can never be enforced here if it be a contract which on any ground could not be validly made here for performance here. He, the learned judge, knew of no actual decision which supported that contention, which appeared to be inconsistent with the decision in *Santos v. Illidge* (7 W. R. 669 and 8 W. R. 705, 6 C. B. N. S. 841 and 8 C. B. N. S. 861) and *Quarrier v. Colston* (1 Phillips 147), and with the principle on which *Re The Missouri Steamship Co.* (37 W. R. 696, 42 Ch. D. 321) was decided, and he, the learned judge, was bound to follow those decisions on this point. The second ground on which the contract was impeached was that it was obtained by the undue influence or duress of a threat to prosecute the husband for crime. If this objection was to be regarded as based on considerations of public policy, the same answer applied as in the case of the first objection. It seemed, however, to be more in the nature of objection to the proof of consent of the defendant to the contract, a consent induced by duress or undue influence being by English law treated as no consent. If that were the correct view, it would seem that the law of the country in which the contract is made and is to be performed and the parties are domiciled ought to prevail, unless there were such duress as must be considered to avoid the contract under any but unreasonable and uncivilized institutions of law—a description which would be applicable to such a case as that of consent obtained, e.g., by physical torture or by the use of drugs, but which could not properly be applied to this case. If these views were correct, it followed that the counterclaim for return of moneys already paid under the agreement failed. When a contract, made and intended to be performed in France and according to French law and valid under that law, has been partly performed there, he, the learned judge, could not see any ground upon which a court in this country could undo what had been legally and properly done according to the law of the country in which it had to be done. Judgment for plaintiff.—COUNSEL, *Israel Davis, M. Shearman, K.C.*, and *Hills*. SOLICITORS, *Leggatt, Rubinstein, & Co.; Dixon, Weld, & Dixo.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

MOORE, NETTLEFOLD, & CO. v. SINGER & CO. Div. Court.
May 12th.

DISTRESS—SALE—PROPERTY IN GOODS DISTRAINED—2 W. & M. SESS. 1, c. 5, s. 2.

This was an appeal by the defendants from the decision of his Honour Judge Smyly, sitting at the Birmingham County Court. The facts of the case are as follows: A man named Anton was employed by the plaintiffs and lived in a house belonging to them. He had in his possession a sewing machine, the property of the defendants, which had been lent on the hire system. In July, 1902, a strike occurred in the plaintiffs' works, and they distrained on Anton's goods for rent due to them. The sewing machine in question was sold by auction for the sum of £3 10s. and was bought in by the plaintiffs' manager, who handed it back to Anton on the terms of a hiring agreement. The defendants, on hearing what had happened, seized the sewing machine, and the plaintiffs thereupon brought this action for conversion. The county court judge gave judgment for the plaintiffs. It was contended on behalf of the defendants that the case was covered by *King v. England* (4 B. & S. 782), which decided that a landlord who distrains for rent must sell the goods, and cannot retain at the price at which they have been put in the inventory to a bill of sale. It was contended on behalf of the plaintiff that *King v. England* did not apply to a case like the present, where the goods had been duly sold by the auctioneer.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—I think this case is covered by *King v. England*. It was pointed out in that case that the statute enables the landlord to sell, but that there must be a sale to a third person, otherwise many abuses would arise. It is true that that expression of opinion by Lord Blackburn was not necessary for the decision of the case, but it formed an essential portion of the reasoning on which the judgment was founded. In my opinion a landlord who sells under the statute cannot buy them in and so change the property in them.—COUNSEL, *Young, K.C.*, and *Lawless; Lincoln Reed*. SOLICITORS, *G. Armstrong; J. Morley*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

CRANE v. ORMEROD. Div. Court. 6th May.

DISTRESS—SALE—POWER OF BAILIFF TO GIVE TITLE TO GOODS—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), s. 156.

This was an appeal by the defendant Ormerod from his Honour Judge Coventry, sitting at the Chorley County Court, and raised a question as to the power of the bailiff to give a title to goods sold by him. The facts of the case are as follows: The plaintiff had left with a man called Woodward a piano on the hire system. An action was brought against Woodward in the county court in August, 1902, and judgment was recovered against him. The piano in question was taken in execution by the bailiff under a warrant of distress. It was advertised and was ultimately sold by auction to the defendant. In December the plaintiff made a claim to the piano and brought this action. The county court judge gave judgment for the

plaintiff. In support of the appeal it was contended that though, if this piano had been sold by the sheriff, the defendant would have no title to the property, that under section 156 of the County Courts Act, 1888, the bailiff could give a good title to the goods. That section provides that "where any claim shall be made to or in respect of any goods taken in execution the claimant must deposit with the bailiff either the amount of the value of the goods claimed . . . or may give to the bailiff in the prescribed manner security for the value of the goods claimed, and in default of the claimant so doing the bailiff shall sell the goods as if no such claim had been made, and shall pay into court the proceeds of such sale to abide the decision of the judge." Counsel cited *Goodlock v. Cousins* (45 W. R. 367; 1897, 1 Q. B. 558). Counsel for the plaintiff was not called upon.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal, being of opinion that in this case the bailiff could not give a better title to the goods than he possessed. The case of *Goodlock v. Cousins* had decided that in certain cases under section 156, where the bailiff was directed to sell in a case where a claim had been made, that in that case the bailiff gave a warranty of title. But that had no application to this case, where the person to whom the goods belonged had never made any claim.—COUNSEL, *Compton Smith; Rigby Swift*. SOLICITORS, *E. C. Rawlings & Butt*, for J. H. Neville, Chorley; *Norris, Allens, & Chapman*, for J. M. Quiggin & Brothers, Liverpool.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re MACINTOSH, DIXON, & CO. Byrne, J. 6th May.

SOLICITOR AND CLIENT—BILL OF COSTS—COMMON ORDER—TAXATION—TIME LIMIT—ORDER BECOMING ABORTIVE BY EFFLUXION OF TIME—JURISDICTION—R. S. C. LXV. B. 27, REGULATION 57.

This was a motion on the part of solicitors to stay taxation proceedings before the master on the ground that the order for taxation had become abortive. The facts of the case were as follow: In December, 1902, an order of course to tax the solicitor's bill delivered in January, 1902, had been made, the order directing the taxing-master to make the certificate within a month unless he should extend the time. The order was not served until some time after the month had expired. The master appointed a day for taxation, and on the day the solicitors objected that he had now no jurisdiction to tax. The master decided against them on the point.

BYRNE, J., held that *prima facie* the order expired with the month in which it was made. His lordship referred to *Re Webster* (39 W. R. 535; 1891, 2 Ch. 102), *Re Taylor, Sons, & Turbuck* (42 W. R. 373; 1894, 1 Ch. 503), and observed that, though the exact point was not decided, those cases tended to shew that the order became abortive. The case bore a great analogy to that of actions dismissed for want of prosecution within a time limited by order. His lordship stated that he had made inquiry from taxing-masters, but there appeared to be no fixed practice in the taxing office. In his opinion the order for taxation was abortive, a month having been allowed to elapse without service of the order. The taxing-master had now no jurisdiction to tax, and the solicitors must succeed on the motion.—COUNSEL, *Adams; Rowlands*. SOLICITORS, *Bell, Brodrick, & Gray; Pritchard, Englefield, & Co.*

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

Solicitors Ordered to be Struck Off the Rolls.

May 12.—WILLIAM LAWRENCE BEEL, of 63, Above Bar, Southampton.

May 12.—CHRISTOPHER ALBERT BLAKELOCK.

May 12.—GERALD SORTON ASHBY-DAREY, of 44, Paddington-street, London.

•• The title of the case reported (*ante*, p. 471) as "*Formby v. Lampel*" is *Lumby v. Fempel*.

New Orders, &c.

Transfer of Actions.

ORDER OF COURT.

Monday, the 4th day of May, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice JOYCE (1903—K.—No. 227).

In the Matter of Kennan's Hotel (Cheapside) (Limited). Richard Collins Drew v. Kennan's Hotel (Cheapside) (Limited) and Daniel Haydon.

Mr. Justice SWINFEN EADY (1902—P.—No. 2,063).

In the Matter of The Naval, Military, and Civil Service Co-operative Society of South Africa (Limited). George Pitt-Lewis v. The Naval, Military, and Civil Service Co-operative Society of South Africa (Limited) and Glyn, Mills, Currie, & Co. HALSBURY, C.

Law Societies.

Solicitors' Benevolent Association

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on the 13th inst., Mr. Richard W. Tweedie in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. W. F. Blandy (Reading), H. Morten Cotton, Alfred Davenport, W. Dowson, Robert A. Edgar (Manchester), J. Roger B. Gregory, H. E. Gribble, W. Arthur Sharpe, Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £175 was distributed in grants of relief, and other general business transacted.

Law Students' Journal.

The Incorporated Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 22nd of April, 1903:—

FIRST CLASS.	Cooke, Herbert Edgar, B.A. (Oxon.)
Arnold, Bertram Walter	Court, Richard Vaisey
Brooke, Louis	Cowl, Clifford Horace Henry
Brown, William Helmsley	Crebbin, Charles
Burgis, Frederic	Curtis, Thomas Kingsley
Campbell, George Rupert Allaway	Daniel, Alfred Martin George
Capner, Geoffrey Noel	Davies, John Bertie
Cooper, William Burton	Davis, Edward
Craven, Norburn James	Daynes, Gilbert William
Dales, Edward	Deer, Arthur Hubert
Davies, Hugh Vernon Morris	Dickins, Arthur George
Fortescue, Albert Edward Muspratt	Dollman, Henry
Foulston, Frederick	Downing, Charles Vincent
Gallaher, Harold Edwin	Dowson, Wilfrid Cecil
Gray, Richard Whitmarsh, B.A. (Oxon.)	Duff, Samuel Hugh
Gretton, John	Duncan, Ernest Bolton
Hampson, William Holland	Edgington, Albert Henry
Hollick, Roland	Edmunds, Frank Trevett
Hughes, Trevor Charles	Edwards, Samuel Owen
Kingswell, Frank Alfred	Ellison, Arthur Stephenson
Knowles, Thomas Edward	Evans, Martin
Morris, Stanley	Falkner, Henry Frederic Noel
Pullon, John Robertson	Farrbrother, Arthur Frederick
Richardson, James Henry	Farrar, Campbell Weston
Shee, Angus	Finch, John Douglas, B.A. (Camb.)
Shrimpton, George Ernest	Fortune, Harold Wilson
Smith, Walter Leslie	French, Daniel Bartle
Squires, Frederic Charles	Furness, William
Sutcliffe, Harry	George, Alfred Otway, B.A. (Oxon.)
Walker, Miles Rainforth	Gerrard, Herbert Lawton
Walton, Henry Featherstone	Gilbert, Thomas Norman
Wills, Geoffrey	Godfree, Leslie Allison
Woodgate, Frank Messenger	Godfrey, Cecil Arnold
Wright, Edmund	Goffey, William

SECOND CLASS.

Agate, Sydney Evershed	Green, Albert Robert
Alderson, Alan Stuart	Gregory, Francis Puleston
Argent, Herbert Thompson	Griffith, Samuel
Arnold, Matthew	Grimshaw, Thomas Nicholas
Berry, Thomas Algernon Scholes	Groves, Evelyn Conway
Birley, Joseph Hornby	Grundy, Arthur Edward
Blair, Harrison Macdonald, B.A. (Camb.)	Halford, Henry Francis Gordon
Blaker, Harold Montagu	Hall, Frederick Edward Ernest John
Blatch, Charles Beamish	Hall-Wright, James Francis Ellington
Boutflower, John Crewe, B.A. (Oxon.)	Hannam-Clark, Theodore
Bowring, Frank Harvey, B.A. (Oxon.)	Harding, Charles Francis
Brasey, John	Harraway, Hugh Vincent
Brighthouse, Samuel	Harris, William Walter
Burton, Frederick Arthur	Harriss, Clare Fordham
Butler, Walter	Hatch, Percy
Cahill, William Henry	Herbert, Ronald Young, B.A. (Oxon.)
Cardinal, Edward John Herbert	Hill, Edward Harold
Carr, Sydney George	Hind, Alfred Ernest, B.A. (Camb.)
Carson, Thomas Wright	Holmes, Frederick
Cartnow, George Leopold	Ivens, Francis Burdett
Cartwright, Richard	Jarvis, George Frederick Jervaulx
Chappell, Percy Herbert	Jenkins, John Henry
Chatt, Frederick Charles	Jenkins, Martin Gwyn
Churchill, Frederick Herbert John	Jones, Charles Ruthven
Salisbury, B.A. (Camb.)	Jones, Donald Appleford
Clay, Frederic Harden, B.A. (Camb.)	Jones, William Alfred
Clowes, Reginald	Jordan, William Crauford
Collins, Henry Aikeroide	Keams, John Henry
Collins, Philip	Kennedy, William
Consterdine - Chadwick, Robert	Kent, Frederick Briggs
Thompson	King, Richard Henry
	Kirk, Charles Gordon
	Knee, George Cressay

Lambert, Dudley Davies	Scott, Francis Cecil
Leach, Charles Ernest	Sewell, Algernon Percy, B.A. (Camb.)
Lees, William Donald, B.A. (Camb.)	Smith, Alfred William Exton, B.A. (Camb.)
Lewis, Ernest North, B.A. (Oxon.)	Snell, Harold Saxon, B.A. (Camb.)
Lister, John Venning, B.A. (Camb.)	Snow, Henry Barnard
Lumb, Joseph William	Sparrow, Cyril Wellesley
Maddocks, William	Stirling, Frederick, B.A. (Camb.)
March, Septimus Arthur	Strick, Edward Talfourd
Marshall, George Sims	Suckling, Cornelius Vincent
Martyn, Harold Rawlings	Symons, Albert Henry
Mitchell, Albert Jeffery	Tarbet, Claud Edward, B.A. (Camb.)
Moffat, Alexander Alfred	Tarleton, Frank
Morgan, Herbert William, B.A. (Oxon.)	Tatham, Ralph Perceval
Morgan, John Lewis	Taylor, Raymond Seaton
Morris, Frederick George Carnac	Taylor, Wilfrid
Nye, Frederick Harry	Tench, Richard Astley
Odell, Alexander Joseph	Thurland, Francis Edward
Parkin, William Pattinson	Tiddeman, Paul Burrell
Peters, Henry Ryding	Timbridge, Norley Frederick
Phillips, Thomas Walter Ewart	Turner, John Leigh
Pickford, Anthony Frederickingham	Vaughan, Frederick Henry, B.A. (Oxon.)
Platt, Frank Arthur	Walker, Harold
Preeston, Philip Southwell	Warder, William Elim
Price, Jesse Armitage	Whitehorn, William Joseph
Reed, Andrew Gordon	Williams, John
Reynier, Basil St. John Bishop	Witts, George Bourne
Ritchie, William Thackeray Denis, B.A. (Oxon.)	Woodcock, Francis Percy, B.A. (Camb.)
Roberts, Joseph	Woods, Raymond Wybrow
Roberts, Richard	Wootton, Frank Stanley
Rodenhurst, Vincent William	Wright, Edmund Lancelot
Roderick, Thomas Malet Vaughan	Young, Byron William Douglas, B.A. (Oxon.)
Rogers, Charles Stuart Anderson	
Russell, Spencer Cowper	

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 20th and 21st of April, 1903:—

Ashton, George Frederick	Langley-Smith, Wilfred Harold
Bailey, Arthur Samuel	Humphries
Barnsley, Godfrey, B.A. (Oxon.)	Lee, Arthur Neale, B.A. (Camb.)
Bird, William Charles	Lemon, Harold
Biggood, Bertram Lewis	Lovell, Arthur James
Blackmore, Louis Augustine	Mander, Frederick Wm., B.A. (Camb.)
Bostock, Frank Searle	Maples, Kenneth James
Buttle, William Francis	Mathias, Thomas Bentley
Cardew, Cornelius Seton	Moggridge, Herbert
Carter, Maurice Frederic	Moulder, Victor Joseph
Castle, Trevor	Nadin, Trafford, B.A. (Camb.)
Chambers, Ernest Harold Jabez	Newington, Herbert Archer Hayes, B.A. (Camb.)
Clinton-Baker, John Hugh, B.A. (Oxon.)	Nicholls, Edmund
Clough, George	Norton, Percy Goodall
Cockburn, John Geddes Hunter, B.A. (Oxon.)	Owen, James Cecil
Cooke, John Kemp	Parker, Joseph Wilkins
Coombe, Charles Stanley	Parr, William Noel
Cooney, John Edwin	Parsons, Henry Alexander
Cox, Christopher Bowman	Partington, Adam
Cred, Herbert Bricknell	Partridge, Percival Walter
Crow, Richard George Paver	Pawlyn, Alfred Conrad
Dancey, Legh Richmond	Peck, Geoffrey Musgrave
Davis, Hyam	Penman, Thomas, B.A., LL.B. (Camb.)
Ennion, Edgar Rowland	Potter, Edward Bentley
Foord-Kelsey, William Beverly	Priestly, Wilfred
Ford, Paul Barnard	Richards, Henry Hooper
Foster, Harold Martin	Roberts, Edmund Charles
Fowler, George Herbert	Satchwell, Percy Henry
Fowler, John Anderson, B.A. (Oxon.)	Scott, Walter Gilbert
French, William Douglas, B.A. (Camb.)	Sergeant, Edward Guthlac
Gardiner, John Henry	Sinclair, James Ellis Hammond
Gardner, Charles Frederick	Stamland, Geoffrey
Giles, Arthur Crawley	Stevens, George Hunt
Grey, Samuel John	Stiles, Edgar Watson
Gwatkin, Frederick Ambrose Stapleton	Tatton, Ernest John
Harper, Richard Stephenson	Thompson, John Lord
Hayton, Joseph	Tyabjee, Shumsoodiu Abbas
Heddon, Christopher Henry	Waterworth, Charles Worsley
Holborow, Arthur Conrad	Webb, Edward Sidney Francis
Homer, John Keelinge, M.A. (Oxon.)	Westbrook, Herbert James
Jackaman, Henry Simon Batley	Whitehouse, Arthur Hilder
Jennett, George Elwick	Wight, Reginald
Jones, Herbert Bartlett	Williams, Charles Welch
	Williams, Malcolm Parker, M.A. (Oxon.)
	Wood, Howard Kingsley

The Prevention of Corruption Bill.

THE following circular has been sent by the Incorporated Law Society for Cardiff and District to the local Members of Parliament: On behalf of the Incorporated Law Society for Cardiff and District I am requested to draw your serious attention to the contents of this Bill, as amended in Committee of the House of Lords. This society feels very strongly that the Bill as it now stands most prejudicially affects, not only the members of the legal profession, but every person who undertakes agency work of any description where commission is payable. This society is of opinion that there should be inserted in clause 1 of the amended Bill, after the word agent, the words "without the knowledge of his principal." These words, which were used in the Bill as originally introduced, have been omitted from the amended Bill, and should be restored. Under subsection 4 of the same section it is provided that no evidence shall be admissible to shew that any such gift or consideration as is mentioned in this section is customary in any trade or calling. This society feels that in many cases evidence of this character might be most material in shewing that the transaction was not corrupt. Take, for instance, commissions on life, fire, marine, and other insurances, guarantees of principal and interest, brokerage on sales of vessels, stocks, and shares, and numerous matters in which it would not be safe to accept a commission without the written consent of the principal, as assent, previous notice or knowledge would not be sufficient. It is obvious that a written consent would entail an amount of trouble, expenditure of time and annoyance which can hardly be estimated. Again, by sub-section 5 of the same section it is sought to alter the underlying principle of criminal law as to the burden of proof of guilt by casting upon an accused the onus of proving his innocence. The society therefore venture to hope that you will give the matter your careful consideration and strenuously urge that the Bill be put into such shape as will render its provisions unobjectionable.

Obituary.

Mr. W. H. Hopkins.

The public have lost a valuable official by the death of Mr. William Henry Hopkins, of the Chambers of Justices Byrne and Buckley, who died on the 6th inst. at his residence, 137, Petherton-road, N., after a short illness. He was formerly principal clerk to Vice-Chancellor Wickens. He was appointed to Chancery Chambers some thirty years ago. He was an experienced and able official, ever ready to assist the profession in difficulties of practice, and was greatly respected at the Courts of Justice by both branches of the profession and by his relatives and friends.

Legal News.

Appointment.

MR. FRANK TANDY CHURCH, of 9, North-street, Brighton, solicitor, has been appointed a Commissioner for Oaths. Mr. Church was admitted in December, 1895.

Changes in Partnerships.

MR. R. T. WATKIN WILLIAMS and MR. OSCAR GRAY, solicitors, of Guildhall-yard, London, E.C., give notice that their business will in future be conducted under the style of Watkin Williams & Gray, in lieu of the existing name of Bentwich, Watkin Williams, & Gray. There will be no change in the constitution of the firm.

Admission.

Messrs. E. Carleton-Holmes & Son, of 12, Bedford-row, London, solicitors, have taken Mr. GEORGE HUNTER FELL into partnership in their firm as from the 25th of March, 1903. The name of the firm in future will be "Carleton-Holmes, Son, & Fell."

Dissolution.

GEORGE TERRELL, JAMES TERRELL, and FRANK VARLEY, solicitors (George Terrell, Terrell, & Varley), 14, Copthall-avenue, London. Dec. 31. So far as regards the said James Terrell, who retires from this firm; the said George Terrell and Frank Varley will continue the said business under the present style of George Terrell, Terrell, & Varley. [Gazette, May 1.

General.

We understand that, to the deep regret of the board of the General Reversionary and Investment Co. (Limited), their solicitor, Mr. Harry Shoubridge, is about to retire after forty-five years of service.

It is announced that the Lord Chancellor has accepted an invitation to dine with the past and present members of the General Council of the Bar, at the Grand Hotel, on Wednesday evening, the 20th inst.

It is understood, says the *Times*, that at an early date Mr. Timothy Healy, M.P., will be called to the English bar by the Inn of Court in which, under the old rules, he kept his four terms as a student for the Irish bar.

The death is announced, by telegram from Ottawa, of the Hon. David Mills, Justice of the Supreme Court of Canada. He was called to the bar in 1883, and made a Q.C. in 1890. His professional services, when at the bar, were frequently retained by the Ontario Government on important questions.

Bigham and Walton, JJ., have fixed the following commission days for the summer assizes on the Northern Circuit: Appleby, Monday, June 29; Carlisle, Wednesday, July 1; Lancaster, Monday, July 6; Manchester, Thursday, July 9; Liverpool, Monday, July 27. Mr. Justice Bigham will not join the circuit until Manchester is reached.

A meeting will be held at 3, Hare-court, Temple, E.C., on Tuesday next, the 19th of May, at 4.30 p.m., at the chambers of Mr. John Eldon Bankes, K.C., for the purpose of forming a committee to forward the scheme for erecting at Keswick a bronze life-size bust (with pedestal) of the great lawyer Sir John Bankes, who was Chief Justice of the Court of Common Pleas in the reign of Charles I.

Lawrance and Kennedy, JJ., have fixed the following commission days for the summer assizes on the Western Circuit—viz., Salisbury, Monday, June 1; Dorchester, Friday, June 5; Wells, Wednesday, June 10; Bodmin, Tuesday, June 16; Exeter, Saturday, June 20; Winchester, Saturday, June 27; Bristol, Monday, July 6. Mr. Justice Lawrance will go the whole circuit, but Mr. Justice Kennedy will not join it until Exeter is reached.

During the original hearing of the action respecting the photographic copyright of the Boy Preacher, in which Mr. Justice Ridley's judgment has just been reversed by the Court of Appeal, his lordship, says the *Full Mail Gazette*, made one of his extra-judicial comments. "Your lordship might be photographed, and unfortunately you might die the next day," counsel said. "I hope not," replied the judge; "but, as you say, it might have that effect."

Mr. Choate, the United States Ambassador, on Wednesday evening, at University College, Gower-street, delivered the presidential address of the Social and Political Education League, his subject being "The Supreme Court of the United States—Its Place in the Constitution." The chair was taken by Sir Alfred Lyall, and among those present were Lord Reay, Sir Frederick Pollock, Mr. J. Bryce, M.P., and Mr. Fossett Lock. We hope to give the substance of Mr. Choate's address next week.

With reference to the announcement, which appeared in our columns last week, that Mr. Oswald Henry Hardy, Probate Registrar of the Manchester District, had been appointed to be a registrar of the Probate Division of the High Court, and that Mr. Inderwick, Registrar of the Norwich District, has been transferred to Manchester, the *Times* understands that Mr. Hardy having on consideration declined the post, it was offered to Mr. Inderwick, who has accepted it. Mr. Inderwick is succeeded at Norwich by Mr. L. D. Powles, barrister-at-law.

American lawyers, says the *Globe*, like their English brethren, are very candid critics of their profession when they are in an anecdotal mood. Here is a story told recently at a legal dinner on the other side of the Atlantic. An American lawyer was instructed to recover a debt of 50 dols. He charged 35 dols. for his services, and, on handing the remaining 15 dols. to his client, said, "I am your friend. I cannot charge you my full fee. I knew your father well." The client, heaving a sigh as he pocketed the 15 dols., replied, "Thank Heaven you didn't know my grandfather!"

Bruce and Jelf, JJ., have fixed the following commission days for holding the summer assizes on the Oxford Circuit: Reading, Thursday, June 11; Oxford, Tuesday, June 16; Worcester, Saturday, June 20; Gloucester, Saturday, June 27; Monmouth, Saturday, July 4; Shrewsbury, Thursday, July 9; Hereford, Saturday, July 18; Stafford, Wednesday, July 22; Birmingham, Monday, July 27. Mr. Justice Jelf will not join the circuit until Stafford is reached, and when the business is finished there Mr. Justice Bruce will return to London, while Mr. Justice Jelf will proceed to Birmingham, where he will join Mr. Justice Bucknill.

Mr. Justice Darling, says the *Daily Mail*, took an unusual course in a case which he said ought never to have been brought into the High Court. The wife of a working man named Brand sued Messrs. Pink for £4 14s. 6d., damages for injuries alleged to have been caused through the negligence of a carman, whose horses knocked the woman down. The jury awarded the plaintiff £10 damages, and counsel asked for costs on the county court scale. His lordship said that he would make an order for costs on the understanding that the defendants paid the £10 to the woman herself, and not to her solicitor, who ought never to have brought the case into the High Court.

In reply to a question by Sir Alfred Hickman, in the House of Commons, Mr. Gerald Balfour stated that the part of the Patents Act amending the law as to the grant of compulsory patent licences came into force on the 18th of December, 1902. As at present advised, section 1, which deals with the examination of previous specifications in the United Kingdom, will come into operation early in 1905. During the interval a great deal of preliminary work had to be done in connection with the completion of the illustrated abridgments, the arrangement of the material of search, and the increase and reorganisation of the staff of the Patent Office. This work was now proceeding.

The following are the commission days fixed by Ridley and Bucknill, JJ., for holding the summer assizes on the Midland Circuit: Aylesbury, Monday, June 15; Bedford, Thursday, June 18; Northampton, Monday, June 22; Leicester, Friday, June 26; Oakham, Thursday, July 2; Lincoln, Friday, July 3; Derby, Friday, July 10; Nottingham, Thursday, July 16; Warwick, Wednesday, July 22; Birmingham, Monday, July

27. Mr. Justice Bucknill will not join the circuit until Nottingham is reached, and at the conclusion of the business there Mr. Justice Ridley will return to London, and Mr. Justice Bucknill will proceed alone to Warwick, afterwards joining Mr. Justice Jelf at Birmingham.

On Wednesday, being the grand day of Easter term at Gray's Inn, the treasurer (Mr. Edward Dicey, C.B.) and the masters of the bench entertained at dinner the following guests: The Right Hon. Lord Davey, the Right Hon. John Morley, M.P., the Right Hon. H. H. Asquith, K.C., M.P., Sir W. H. Broadbent, Sir George Lewis, Mr. E. Underdown, K.C., Professor Dicey, K.C., Mr. W. Hayes Fisher, M.P., Mr. G. E. Buckle, Mr. Edward Bateman, C.B., Mr. James Knowles, and Mr. Albert Ochs. The benchers present, in addition to the treasurer, were: Lord Shand, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Hugh Shield, K.C., Mr. James Sheil, Mr. John Rose, Mr. Mulligan, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Herbert Reed, K.C., Mr. Terrell, K.C., Mr. Barnard, Mr. Duke, K.C., M.P., with the preacher (the Rev. Canon C. J. Thompson, D.D.).

We learn from the *Building Societies Gazette* that the report of the Building Societies Association, which is to be presented at the annual meeting on the 21st inst., says that: "The question of compulsory registration of title, discussed so fully at Cheltenham, has continued to claim the very careful attention of your committee. In their report for 1896 they stated that they felt strongly that 'any alteration of the existing law which does not ensure promptitude as well as cheapness in land transfer would be, not only of no value, but absolutely prejudicial to building society interests.' When the Act of 1897 was under discussion as a Bill, your committee did succeed in effecting a decided improvement in it in the direction of furthering promptitude, but their amendment for securing cheapness of land transfer for building societies was struck out (after having been accepted by those in charge of the Bill, and appearing amongst the Government amendments), and our president was defeated in the Standing Committee on Law in attending to secure its inclusion in the Bill. The selection of the County of London in 1898 as the scene of the first trial of the experiment of compulsory registration was opposed by your committee, not from any hostility to the principle of registration, but because the exceptional complexity of the interests involved, and the immense number and value of the properties that would be affected made the choice, in their opinion, an unwise one. Now, with five years' experience of the working of the Act, your committee are confirmed in the wisdom of the course taken in 1897 and 1898 by the association. Expenses of land transfer are increased instead of lessened, promptitude is not ensured, and the merging of a possessory into an absolute title is not facilitated as it reasonably might be, in view of the large funds accruing to the registry from fees which would provide a more than ample insurance fund. The Lord Chancellor has been a steady friend of land transfer, and looks at the question from a broader, and possibly more impartial standpoint, than that of a conveyancer pure and simple. If he, the Rules Committee, and the registrar can see their way to make the Act in practice what it no doubt was intended to be in theory, instead of being, as at present, a source of disappointment and injustice, turning the friends of land transfer into unwilling enemies, then any temporary increase in expense will be readily borne. Meanwhile, so far as all parts of the country outside the County of London are concerned, compulsory registration of title cannot be put in force without the consent of the respective county councils, and until the grounds of complaint as to the working of the Land Transfer Act, so strongly expressed at Cheltenham, are removed, your committee—friendly as it is to the principle of registration of title—decidedly advises all building societies to oppose any attempt to bring their various districts under the operation of the Act."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, May	18 Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Groswell
Tuesday	19 Godfrey	Carrington	Jackson	Church
Wednesday	20 Carrington	Beal	Pemberton	Groswell
Thursday	21 Beal	Carrington	Jackson	Church
Friday	22 Jackson	Beal	Pemberton	Groswell
Saturday	23 Pemberton	Carrington	Jackson	Church
Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, May	28 Mr. Godfrey	Mr. Farmer	Mr. W. Leach	Mr. King
Tuesday	29 R. Leach	King	Theed	Farmer
Wednesday	30 Godfrey	Farmer	W. Leach	Church
Thursday	31 R. Leach	King	Theed	Groswell
Friday	22 Godfrey	Farmer	W. Leach	Theed
Saturday	23 R. Leach	King	Theed	W. Leach

COURT OF APPEAL.

EASTER SITTINGS, 1903.

(Continued from p. 503.)

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1903.

Newgass v Bottomley appl of deft from judgt of Mr Justice Lawrance, dated March 6, 1903, without a jury, Middlesex March 27

The New Balla Balla Copper Mines Id v Jackson appl of deft from judgt of Mr Justice Wright, dated March 20, 1903, without a jury, Middlesex March 30

Thirwall and ors v Hay and anr appl of deft Hay from judgt of Mr. Justice Wright, dated Jan 15, 1903, without a jury, London March 31

Adams v Kynoch, Id appl of plfff from judgt of Mr Justice Wright, dated March 25, 1903, without a jury, London April 1

Vidal v Muller appl of plfff from judgt of Mr Justice Wright, dated March 19, 1903, without a jury, Middlesex April 2

Gainsworthey v Sutherland and ors appl of defts from judgt of Mr Justice Bigham, dated March 26, 1903, without a jury, Middlesex April 3

Ripper v Webster appl of deft from order of Mr Justice Lawrance, dated April 6, 1903, without a jury, Middlesex April 6

Carlisle and Cumberland Banking Co Id v Little and ors appl of defts other than W Little from judgt of Mr Justice Walton, dated March 13, 1903, without a jury, Middlesex April 7

Boucher v Ipswich Tannery Id appl of plfff from judgt of Mr Justice Kekewich, dated March 7, 1903, without a jury, Middlesex April 7

The Attorney-Gen v Alexander Henry Hallam Murray and the Right Hon William St John Freemantle Brodrick (Revenue Side) appl of defts from judgt of Mr Justice Ridley, dated March 31, 1903 April 8

Webster & Waddington v Darrell appl of plffs from judgt of Mr Justice Wright, dated April 1, 1903, without a jury, Middlesex April 8

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1902.

Jacob v The Mayor, &c, of Southend-on-Sea appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 15, 1902, at trial before Mr Justice Lawrance and a special jury, Middlesex Dec 19

Geller v Singer appln of plfff for judgt or new trial on appl from verdict and judgt, dated Dec 16, 1902, at trial before Mr Justice Ridley and a common jury, Middlesex Dec 20

Lewis & Lewis v The Taff Vale Railway Co appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 3, 1902, at trial before Mr Justice Bucknill and a special jury, Swansea Dec 23

Godley v Rains appln of deft (in person) for judgt or new trial on appl from verdict and judgt, dated Nov 28, 1902, at trial before Mr Justice Walton and a special jury, Liverpool (Preston DR) Dec 23

Dawson v Spetch & Thomas appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 10, 1902, at trial before Mr Justice Kennedy and a special jury, Leeds Dec 24

Clarke v Randall and ors appln of defts Randall and Sadler for judgt or new trial on appl from verdict and judgt, dated Dec 15, 1902, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 30

Clarke v Randall and ors appln of deft Wetherell for judgt or new trial on appl from verdict and judgt, dated Dec 16, 1902, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 30

Dandridge v Hayles appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 19, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex Jan 26

Pressland v de Meray appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 27, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex Jan 31

Tressidder v The Fanciers' Newspaper and Gen Printing and Publishing Co Id and ors appln of deft Co and C A House for judgt or new trial on appl from verdict and judgt, dated Jan 21, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 3

Innes Ker v Lowndes appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 2, 1903, at trial before Mr Justice Ridley and a common jury, Middlesex Feb 11

Porpa v Marryat & Place appln of defts for judgt or new trial on appl from verdict and judgt, dated Feb 2, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 11

Tresidder v Fanciers, &c, Newspaper and ors appln of deft Swainson for judgt or new trial on appl from verdict and judgt, dated Jan 21, 1903, at trial before Mr Justice Ridley and a special jury, Middlesex Feb 12

Sergeant v Nash appln of defts for judgt or new trial on appl from verdict and judgt, dated Jan 26, 1903, at trial before Mr Justice Darling and common jury, Middlesex Feb 13

Montagu & Fancy v Duddy appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 19, 1903, at trial before Mr Justice Bigham and a common jury, Dorchester Feb 14

Lehmann v Weinberger appln of plfff for judgt or new trial on appl from verdict and judgt, dated Feb 15, 1903, at trial before Mr Justice Darling and a common jury, Middlesex Feb 23

Gerson v Simpson (Oppenheim and others, 3rd parties) appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 24, 1903, at trial before Mr Justice Wills and a special jury, Middlesex (security ordered March 16, 1903) Feb 27

Sibon v London General Omnibus Co appln of plffs for judgt or new trial on appl from verdict and judgt, dated Feb 12, 1903, at trial before Mr Justice Darling and a common jury, Middlesex Feb 28

Penwill v The Western Finance Assoc Id appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 18, 1903, at trial before Mr Justice Channell and a common jury, Bristol March 2

Yeatman v London Liverpool Ashanti Id appln of plfff in person for judgt or new trial on appeal from verdict and judgt, dated Feb 27, 1903, at trial before Mr Justice Wills and a special jury, Middlesex March 6

Priest and anr v Last appln of deft for judgment or new trial on appl from verdict and judgment, dated Feb 24, 1903, at trial before Mr Justice Walton and a special jury, Liverpool March 10

Gee and ors v London General Omnibus Co appln of defts for judgment or new trial on appl from verdict and judgment, dated March 3, 1903, at trial before Mr Justice Darling and a common jury, Middlesex March 10

Harcourt v Macnaughten appln of deft for judgment or new trial on appl from verdict and judgment, dated March 4, 1903, at trial before Mr Justice Grantham and a special jury, Middlesex March 10

Wallace v Cook appln of deft for judgment or new trial on appl from verdict and judgment, dated March 3, 1903, at trial before the Lord Chief Justice and a special jury, Middlesex March 10

Youde v Manchester and District Bill Posting Co ld and ors appln of defts for judgment or new trial on appl from verdict and judgment, dated March 21, 1903, at trial before Mr Justice Grantham and a special jury, Liverpool March 11

Jones v The London General Omnibus Co appln of deft for judgment or new trial on appl from verdict and judgment, dated March 6, 1903, at trial before Mr Justice Grantham and a special jury, Middlesex March 14

Stevens v Slater appln of deft for judgment or new trial on appl from verdict and judgment, dated March 5, 1903, at trial before the Lord Chief Justice and a special jury, Middlesex March 14

Zamory v Telford appln of deft for judgment or new trial on appl from verdict and judgment, dated Feb 6, 1903, at trial before Mr Justice Grantham with a common jury, Manchester March 16

Baker v Crookes appln of deft for judgment or new trial on appl from verdict and judgment, dated Jan 16, 1903, at trial before Mr Justice Phillimore and a special jury, Haverfordwest March 19

Same v Same appln of plfff for judgment or new trial on appl from verdict and judgment, dated Jan 16, 1903, at trial before Mr Justice Phillimore and a special jury, Haverfordwest March 19

The Wild Rose Steamship Co v Juke and ors appln of deft for judgment or new trial on appl from verdict and judgment, dated Feb 26, 1903, at trial before Mr Justice Walton and a special jury, Liverpool March 19

Hobbs v Wilson appln of plfff for judgment or new trial on appl from verdict and judgment, dated Feb 6, 1903, at trial before Mr Justice Jelf and a special jury, Reading March 19

Barrett v Lovell appln of plfff for judgment or new trial on appl from verdict and judgment, dated Feb 20, 1903, at trial before Mr Justice Bigham and a special jury, Dorchester March 20

Dey and ors v Jeffes appln of plffs for judgment or new trial on appl from verdict and judgment, dated Jan 22, 1903, at trial before Mr Justice Darling and a special jury, Middlesex March 20

Clifford v Hewetsons ld appln of defts for judgment or new trial on appl from verdict and judgment, dated March 10, 1903, at trial before Mr Justice Grantham and a common jury, Middlesex March 23

Miller & Son & Co v Radford appln of plffs for judgment or new trial on appl from verdict and judgment, dated March 6, 1903, at trial before Mr Justice Lawrence and a common jury, Middlesex March 24

Worthington & Co ld v Pakeman appln of deft for judgment or new trial on appl from verdict and judgment, dated March 20, 1903, at trial before The Lord Chief Justice and a special jury, Middlesex March 28

Gerson v Simpson appln of Reatling, 3rd party, for judgment or new trial on appl from verdict and judgments, dated Feb 25 and March 27, 1903, at trial before Mr Justice Wills and a special jury, Middlesex (to be heard with No 37) March 28

Jones & Willis v Perry Bros appln of defts for judgment or new trial on appl from verdict and judgment, dated March 18, 1903, at trial before Mr Justice Channell and a common jury, Middlesex April 1

Attorney-General, at the relation, &c v Lord Delanere appln of plffs for judgment or new trial on appeal from verdict and judgment, dated March 13, 1903, at trial before Mr Justice Bruce and a special jury, Chester April 1

Carey v The Metropolitan Borough of Bermondsey appln of plfff for judgment or new trial on appl from verdict and judgment, dated March 13, 1903, at trial before Mr Justice Channell and a common jury, Middlesex April 7

Gale v Rymney and Aber Valleys Gas and Water Co appln of defts for judgment or new trial on appl from verdict and judgment, dated March 25, 1903, at trial before Mr Justice Phillimore and a common jury, Glamorgan April 8

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1902.

Owles v Foster and Taylor (Assignee) appl of deft from order of Mr Justice Bucknill, dated May 1, 1902 part heard s o (pending trial of issues) May 8

1903.

The Lord Mayor, Aldermen, and Citizens of the City of Manchester v James Sugden (Surveyor of Taxes) (Revenue Side) appl of respnt from order of Mr Justice Phillimore, dated March 4, 1903 March 12

The Gresham Life Assce Soc ld v George Henry Bishop (Surveyor of Taxes) Revenue Side appl of respnt from order of Mr Justice Phillimore, dated March 4, 1903 March 12

De Keyser v Burrows and anr appl of defts from order of Mr Justice Bigham, dated March 13, 1903 (s o on terms by order) March 28

The King v The Justices of London (expte James Read) appl of James Read from order of the Lord Chief Justice and Justices Wills and Channell, dated March 27, 1903 April 6

Craig v Bennett and Snyder appl of deft Bennett from order of Mr Justice Bigham, dated April 7, 1903 April 8

In re The Workmen's Compensation Act, 1897.

FROM COUNTY COURTS.

1902.

In the Matter, &c Alexander Lee Isaacson and Annie Levy Isaacson, his wife, Applicants v The New Grand, Clapham Junction, Respts appl of applicants from award of deputy of County Court (Middlesex, Westminster), dated Dec 16, 1901 (s o until after trial in Westminster County Court) Jan 1

In the Matter, &c Legal Representatives of Atkinson, dec (Applicant) v Lumb, Respt appl of respnt from award of County Court (Yorkshire, Todmorden), dated Aug 1, 1902 Aug 18

In the Matter, &c Elvin (Applicant) v Woodward & Co, Respts appl of applicant from award of county court (Middlesex, Shoreditch), dated Oct 11, 1902 (security ordered Dec 8, 1902) Oct 20

In the Matter, &c Fred E Parker (Applicant) v Morrison and Mason, Respts appl of respnts from award of county court (Shropshire, Cleobury Mortimer), dated Oct 3, 1902 Oct 20

In the Matter, &c McDonough (Applicant) v Harkers & Sons, Respts appl of respnts from award of county court (Yorkshire, Middlesbrough), dated Oct 6, 1902 Oct 27

In the Matter, &c Kiteley (Applicant) v Edmondson (Respt) appl of respnt from award of county court (Middlesex, Clerkenwell), dated Oct 2, 1902 Nov 5

In the Matter, &c Weavings (Applicant) v Kirk & Randall (Respts) appl of applicant from award of county court (Kent, Woolwich), dated Nov 22, 1902 (security ordered) Nov 12

In the Matter, &c Ives (Applicant) v Langley (Respt) appl of applicant from award of county court (Norfolk, Kings Lynn), dated Nov 13, 1902 Dec 3

In the Matter, &c Sarah Jane Golding (Applicant) v Cochrane & Co (Respts) appl of applicant from award of county court (Worcestershire, Dudley), dated Nov 17, 1902 Dec 8

In the Matter, &c French (Applicant) v Underwood and anr (Respts) appl of applicant from award of county court (Lancashire, Ashton-under-Lyne), dated Nov 20, 1902 Dec 8

In the Matter, &c Preston (Applicant) v Wade & Co (Respts) appl of respnts from award of county court (Warwickshire, Birmingham), dated Nov 24, 1902 Dec 11

In the Matter, &c John Keane (Applicant) v W Nash (Respt) appl of applicant from award of county court (Surrey, Southwark), dated Nov 24, 1902 Dec 13

In the Matter, &c Alfred G Stevens (Applicant) v General Steam Navigation Co ld (Respts) appl of respnts from award of county court (Surrey, Southwark), dated Dec 1, 1902 Dec 16

In the Matter, &c The Lancashire and Yorkshire Ry Co, Applicants v Crossland, Respt appl of respnt from award of county court (Yorkshire, Bradford), dated Jan 9, 1903 Jan 23

In the Matter, &c U A Ritson & Sons ld, Applicants v Beckham, Respt appeal of respnt from award of county court (Durham), dated Jan 7, 1903 Jan 24

In the Matter, &c Sharp, Applicant v Midland Ry Co, Respts appl of respnts from award of county court (Derbyshire, Derby), dated Jan 21, 1903 Feb 11

In the Matter, &c Rothwell, Applicant v Davies, Respt appl of respnt from award of county court (Cheshire, Birkenhead), dated Feb 3, 1903 Feb 17

In the Matter, &c W C Rickard, Applicant v E Alcock, Respt appl of respnts from award of county court (Middlesex, Westminster), dated Feb 6, 1903 Feb 19

In the Matter, &c Garbutt (Applicant) v Ashington Coal Co ld (Respts) appl of applicant from award of county court (Northumberland, Morpeth), dated Jan 30, 1903 Feb 25

In the Matter, &c Vamplew and ors (Applicants) v Pargate Iron and Steel Co ld (Respts) appl of applicants from award of county court (Yorkshire, Rotherham), dated Jan 30, 1903 Feb 27

In the Matter, &c Pomfret (widow and ors) (Applicant) v Lancashire and Yorkshire Ry Co (Respts) appl of respnts from award of county court (Lancashire, Manchester), dated March 13, 1903 April 1

In the Matter, &c Giles (Applicant) v Belford, Smith & Co (Respts) appl of respnts from award of county court (Middlesex, Bow), dated April 3, 1903 April 7

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to April 9, 1903.

The Property Mart.

Sales of the Ensuing Week.

May 19.—Messrs. DAVID BURNETT & Co., at the Mart, at 3.—South Tottenham: Seventeen Freehold Houses, all let at rentals amounting to £538 per annum. Solicitors, Messrs. Hubbard, Son, & Eve, London.—South Tottenham: Freehold Building Land, having frontages of 743 feet to Grove-road, Culver-road, and Victoria-crescent.—84 ke Newington (opposite the Borough Council's Office): Two Houses, known as Nos. 51 and 53, Milton-road; let at £36 and £34 per annum each; lease 49 years unexpired.—Islington: Five Terrace Houses, Nos. 1, 1A, 2A, 9, and 10, Rheidol-terrace, St. Peter's-street, all let at £147 per annum; Scabbling and Workshops, Nos. 1 to 30, Rheidol-terrace-mews; producing £800 10s. per annum; leasehold.—Islington: Five Houses and Shops, Nos. 11, 14, 18, 14, and 15, Rheidol-terrace; let at rentals amounting to £194 per annum; lease 43 years.—Hoxton: Brick-built Scabbling and Workshops, Nos. 1 to 4, 4A to 9A, and 11 to 25, Minterm-street-mews, Minterm-street; let, and producing £356 4s. per annum.—Peckham: Four Semi-detached Residences, Nos. 52 and 54, Copelstone-road, and Nos. 78 and 80, Avondale-road, situate close to Peckham-rye Station, at rentals amounting to £194 per annum; leases 76 years. Solicitors, Messrs. Reep, Lane, & Co., London.—Shepperton-on-Thames: Freehold Building Land, having frontages of 615ft to Wood-road and Horne-road. Solicitors, Messrs. Fledgate & Co., London. (See advertisements, May 9, p. 4.)

May 20.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Southwark: Freehold Ground-rent of £24 12s. per annum, with reversion in 34½ years, arising from compact Block of Property, conveniently situated just off the Southwark Bridge-road, close to Borough-road Station, the whole covering an area of about 11,000 superficial feet, and of the estimated rack-rental value of about £350 per annum. Solicitors, Messrs. Hicklin, Washington, & Passmore, London.—SUSSEX (The Battle Abbey Estate; outlying portions). Bexhill-on-Sea: Valuable Freehold Estate of about 526 acres; the proposed electric tramway line from Hastings along the South Coast will pass close to the estate; the estate comprises Upper Barnham, Middle Barnham, Constable's, and Lower Barnham Farms, with several small holdings, and about 48 acres of pasture land near Winchelsea; total rents being £924 per annum. Solicitors, Messrs. Hastie, London. (See advertisements, May 9, p. 3.)

May 20.—Messrs. THURGOOD & MARTIN (in conjunction with Messrs. Strutt & Parker), at the Mart, at 2:—Tottenham-court-road: Twenty-three Houses and Seven Blocks of Labourers' Dwellings, forming one valuable Freehold Corner Site, more than half-an-acre in area, let at £2,320 12s. per annum. Solicitors, Messrs. Holdens & Cannon, Bolton.—Leeds (in conjunction with Messrs. Whitham & Sons): The Haigh Park Estate, close to the City boundary; Freehold Building Land, with railway, canal, and road frontages. Solicitors, Messrs. Wormald, Atkinson, & Callow, Leeds.—Rotherfield, Sussex: The Horsegrove Estate, consisting of well-timbered pleasure farms, accommodation land, and building sites. Solicitors, Messrs. Burne & Wykes, London.—Whitechapel: Building Site close to the Whitechapel-road, having an area of about 818 ft. Solicitors, Messrs. Blake & Heslitt, London. (See advertisements, this week, p. 3.)

May 20.—Messrs. DYER, SON, & HILTON, at the Mart, at 2:—Blackheath: A unique Freehold (small part Leasehold) Residential Property of about 4½ acres, with building frontages of more than 1,000 feet to good roads, in a choice situation, on deep gravel soil, close to the Heath, and within about 7 and 15 minutes' walk respectively of Westcombe Park and Blackheath Stations; with vacant Possession. Solicitor, George Whale, Esq., London. (See advertisement, May 9, p. 3.)

May 20.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Freehold Town Residence at Chelsea, near Sloane-square Station. Solicitors, Messrs. Hastie, London.—Freehold Residential Property at Enfield, near station, and covers an area of nearly three-fourths of an acre. Solicitors, Messrs. Jennings, Son, & Allen, London.—Leasehold Ground-rents amounting to £54 per annum, arising out of 12 Dwellings-houses in Kentish Town, with rack-rentals of £450 per annum. Solicitors, Messrs. Fleming & Whitwell, London. (See advertisements, this week, back page.)

May 21.—Messrs. STIMBOR & SONS, at the Mart, at 2:—Freeholds and Leaseholds at South Norwood, Sydenham, Upper Norwood, Anerley, and Penge (by order of the Trustees of Mr. C. Pawley, deceased). (See detailed particulars.) Solicitors, Messrs. Sandom, Kersey, & Knight, London. (See advertisement, May 9, p. 3.)

May 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—REVERSIONS:

To One-fourth of a Trust Estate value £8,160, also to One-twentieth of Freehold Properties value £30,000; two lives, each 68. Solicitor, David Davis, Esq., London.

To Freehold Property in Norfolk producing £200 per annum, value £940; gentleman aged 75. Solicitors, Messrs. G. & M. Goodman, London.

To £10,000 on Mortgage; two ladies aged 73 and 47 (see particulars). Solicitors, Messrs. Bircham & Co., London.

To One-sixth of a Trust Fund, value £17,424; lady aged 50. Solicitors, Messrs. Few & Co., London.

To One-eighth of Leasehold Properties, value £14,000; lady aged 62. Solicitors, Marshall & Liddle, Croydon.

To One-fourth of £8,337; lady aged 47. Solicitors, Messrs. Bompas, Bischoff, Dodgson, Cox, & Bompas, London.

To the Whitehill Estate, near Totnes, Devon, producing £230 per annum; lady aged 85. Solicitors, B. Woodward, Esq., London.

POLICIES for £2,000, £1,000, £750, £300, £500. Solicitors, T. R. Quarrell, Esq., Worcester; Alfred Jonas, Esq., and John Hands, Esq., London; and Messrs. Herne & Herne, Buckingham.

DEBENTURES in Saccharine Corporation. Solicitors, Messrs. Campbell & Baird, London.

(See advertisements, this week, back page.)

May 22.—Messrs. REYNOLDS & EASON, at the Mart, at 2:—Freehold Properties at Clapton Park, producing £164 per annum. Solicitors, Messrs. Clapham, Fitch, & Co., London.—Bromley and Westminster Bridge-road: Leasehold Weekly Property, producing £1,250 per annum; held direct from the Corporation of London. Solicitor, D. A. Romain, Esq., London. (See advertisements, this week, p. 3.)

Result of Sale.

May 14.—Messrs. FARRBROTHERS, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, sold Clifford's-inn for £100,000.

Winding-up Notices.

London Gazette.—FRIDAY, May 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. R. DEAN, LIMITED.—Petn for winding up, directed to be heard on April 28, was adjourned, and will be heard on May 19. Burton & Co., Surrey at, Victoria Embankment, solvns for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18.

EYE FLETCHER BRICK CO., LIMITED.—Creditors are required, on or before June 9, to send their names and addresses, together with full particulars of their debts or claims, to Robert Stray, 107, Wool Exchange, Coleman st. Jobson, Lincoln's inn fields, solvns for liquidator.

HAYLING FISHERIES, LIMITED.—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to G G Walker, 19, St. Swithin's ln.

J. F. FRANK & CO., LIMITED.—Petn for winding up, presented May 6, directed to be heard May 19. Walker & Pettitt, Coleman st, solvns for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18.

KELLITT'S, LIMITED.—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to John Douglas Kellitt and Harry Kellitt, 272, Picton rd, Wavertree, Liverpool. Style & Co, Liverpool, solvns for liquidators.

MID-CORNWALL CHINA CLAY AND STONE CO., LIMITED.—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Dilcock Roberts, Old Town chambers, 104, Old Town st, Plymouth. Graham & Graham, Fowey, solvns for liquidator.

N. DEFRANS & CO., LIMITED.—Petn for winding up, presented May 2, directed to be heard May 19. Smith, Fleet st, solvns for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18.

PERLINS CARPET MANUFACTURING CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Percy W. Straus, 1, Great Winchester st.

RENDALL, HEARN, & SEXTON, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Saunders, Weaver's Hall, 22, Basinghall st.

WINE CLUB, LIMITED.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Robert Stray, 107, Wool Exchange, Coleman-street. Coburn & Co, Leadenhall st, solvns for liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, May 12.

ANGLO-AUSTRIAN SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to Edmund Heisch, 15, St Helen's pl.

ARMSTRONG & CO. (BIRMINGHAM), LIMITED.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Edward William Viney, 123, Colmore row, Birmingham.

JIANKEE HYDRAULIC SLUICING GOLD MINING CO., LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Lionel Fairfax Goodricke, Moorgate Station chambers.

LONDON INDUSTRIALS, LIMITED.—Petn for winding up, presented May 8, directed to be heard May 28. Hannay & Reynolds, Arundel st, Strand, solvns for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25.

LIDINGTON CHAUVET MACHINE CO., LIMITED.—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to George Rae Fraser, 31, Copthall av.

NORWICH VINEGAR AND DISTILLERY CO., LIMITED.—Petn for winding up, presented April 30, directed to be heard at the Shirehall, Norwich, on May 20. Durham & Co, 3, Arundel st, Strand, solvns for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 19.

RAYNES HOTEL (VENTNOR), LIMITED.—Petn for winding up, presented May 6, directed to be heard at the Town Hall, Newport, Isle of Wight, on May 27, at 11 o'clock. Ivens, High st, Newport, solvns for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25.

WRIGHT, WILLIAMS, & CO., LIMITED.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to William Charles Wright, 7, St James' glns, Swansea.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 1.

GRIFFITH, NATHANIEL ROBERT, Chester rd, Wrexham, Mining Engineer May 30 Poyser v Griffith, Swinfen Eady, J. Poyser, Wrexham.

London Gazette.—TUESDAY, May 5.

HOLLINGWORTH, EPHRAIM Wealdstone Harrow, Contractor May 30 Stiffs Concrete Co v Warren, Byrne, J. Riggall, Watford.

London Gazette.—TUESDAY, May 12.

HALL, JOHN, Blackpool June 13 Gorst v Hall, Registrar, Preston Platia, South Shore, Blackpool.

HICKES, MARY HENRIETTA, Bristol June 1 Hickson v Peake, Buckley, J. Tickner, Gray's ind 21.

MELLI, EMBERTO, Marylebone rd, Wine Merchant June 8 Southard v Giuseppeina Framba, Swinfen Eady, J. Lister, Thavies inn, Holborn circus.

WALLIS, WILLIAM GROSVENOR, Landsdowne rd, Tunbridge Wells, Gent June 17 Beauchamp v Wallis, Buckley, J. Masterman, New Broad st.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 1.

ADAMS, JOHN, Soho June 8 Wild & Collins, Lawrence ln, Cheapside.

AIKES, JESSIE CHETWOOD, Cheltenham June 10 Winterbotham & Co, Cheltenham.

ARCHER, EDWIN, Westcliff, Southend on Sea, Licensed Victualler May 30 Hawker, Tower Bridge app.

ASTELL, JOHN HENRY, Birmingham June 1 Glaisyer & Co, Birmingham.

BATCHKLOE, SAMUEL, Portishead May 25 Batchelor, Newport, Mon.

BENNETT, MARGARET, Heaton Norris, Lancs May 15 Oldham, Stockport.

BISHOP, RICHARD, Acton June 1 Peacock & Goddard, South sq, Gray's inn.

BOWERS, WILLIAM, Goole May 31 England & Son, Goole.

CHAPMAN, SARAH, Standon, Herts June 17 Richardson & Co, Much Hadham, Herts.

CHICHESTER, ELIZABETH JULIA, Brighton June 1 Campbell & Baird, Jermyn st.

CLAYTON, WILLIAM WICKLEY, Leeds, Engineer May 16 Dunning & Co, Leeds.

COCK, CHARLES HENRY, South Myms June 8 Lingard & Leach, Finchbury circus.

COLMAN, THOMAS JOHN, Cotham, Bristol, MD June 24 Spofforth, Bristol.

DALLAS, ROBERT, Lordship rd, Stoke Newington June 1 Brooks & Co, Godliman st, Doctors' Commons.

DISKEY, COL EDGAR JOHN, Ingatestone, Essex June 10 Longbourne & Co, Lincoln's inn fields.

DORMAN, MARGARET ANN, Thornaby on Tees June 1 Watson, Stockton on Tees.

DUBRELL, FRANCES ISABELLA, Cheltenham June 12 Winterbotham & Co, Cheltenham.

DUCKLES, WILLIAM GOULTON, Goole, Farmer May 31 England & Son, Goole.

FRIED, FREDERICK, Tunbridge Wells, Carpenter June 1 Cripps & Co, Tunbridge Wells.

FORMAN, FANNY SULLY, Godstone, Surrey May 30 Wrentham & Son, Bedford row.

GARRETT-BOTFIELD, REV WILLIAM BISHOP, Shifnal, Salop May 30 Salt & Sons, Shrewsbury.

HAINSWORTH, MARY ANN, Leeds May 25 Lupton & Farewell, Leeds.

HART, GEORGE, Cane Hill Asylum, Purley June 1 Young & Sons, Mark ln.

HEARN, JANE, Woodbury, Devon May 30 Ford & Co, Exeter.

HUNT, FREDERICK, Sloane st June 1 Meadmore, Old Burlington st.

JAYNE, FREDERICK NICHOLAS, Croydon June 15 Gunnell, Arthur at West, King William st.

JONES, WALTER, Plas Llangwyn, Denbigh May 18 Jordan, Bala, N Wales.

JUKES, JOSEPH HORDEN, Park Town, Oxford, MA June 24 Walsh, Oxford.

KELKE, ANN, Stamford Hill May 28 Jennings & Co, Leadenhall st.

KEY, GEORGE, West Kirby, Chester June 1 Woolcott & Coy, West Kirby.

KNOTT, JOHN WOOD, Shortlands, Kent June 10 Robinson & Stannard, Eastcheap.

LAKE, FREDERICK HERBERT, Little Stanhope st, Mayfair May 31 Lyne & Holman, Gt Winchester st.

LEE, WILLIAM, Heath Charnock, Lancs May 30 Stanton & Sons.

LEVITT, JAMES, Ascelby, Yorks, Farmer May 31 England & Son, Goole, Goole.

LINDBURY, JAMES, Goole May 31 England & Son, Goole.

LOOKER, JOHN BILLINGSLEY, Baywater June 8 Jordan & Lavington, Ironmonger ln, Cheapside.

MANE, RICHARD, Knottingly, Yorks May 21 Carter & Co, Pontefract.

MOSGROVE, KATHARINE ANNE, Brockley June 10 Timbrell & Deighton, King William st.

OLIVER, JOSEPHINE EMMA, Highbury May 27 Wetherfield & Co, Guildhall.

PARRAN, GEORGE, Laverstock, Wilts June 2 Burridge & Co, Shaftesbury, Dorset.

PARKER, JOHN ALFRED, St Leonards on Sea June 13 Nicholson, Lincoln's inn fields.

PATRIDGE, JAMES MART, Newport, Mon June 1 Davis & Co, Newport, Mon.

PAULSEN, PETER ANDREAS, Rungsted, nr Copenhagen, Royal Danish Consul May 30 Shippey & Jordan, Manchester.

POLLAK, LEON JOHN FREDERICK, Bapstfontein, S Africa June 1 Merrick & Co, Broad st.

POULTER, MARIAN, Dover June 12 Lewis & Pain, Dover.

REID, ELLEN, Canterbury June 2 Reid, Gt St Helens.

SANDELL, SUSANNA, Stratford May 25 Barrett, Leadenhall st.

SLAP, MARY ANN, Nottingham May 25 Acton & Marriot, Nottingham
 STAYE, JAMES, Dudley, Worcester May 31 Ward, Dudley
 STAY, JOHN HENRY TEW, Brixton Hill, Builder May 30 Kingsbury & Turner, Brixton rd
 STAYSON, JOSEPH, Henley on Thames May 22 Mercer & Blaker, Henley on Thames
 STEVENS, EDWARD, Blackpool May 27 Taylor & Son, Blackpool
 STROSE, JOHN, Openshaw, Manchester, Pawnbroker June 11 Pollitt, Openshaw, Manchester
 THOMPSON, JAMES, Monkton, nr Jarrow, Durham June 15 Newlands & Newlands, Jarrow
 TUNER, ELIZABETH, Derby May 30 Whiston & Son, Derby
 TYDALL, WILLIAM BEAUCHAMP, Havelot, Guernsey May 24 Knight, South sq, Gray's inn
 WALKER, CHARLES, Gt Ormsby, Norfolk, Licensed Victualler June 1 Maitlands & Co, Knightbridge st
 WALKER, THOMAS, Ecclesfield, Yorks, Farmer June 13 Smith & Sams, Sheffield

London Gazette.—TUESDAY, May 5.

ADRIE, MARIE, Heston Moor, Lanes June 17 Addleshaw & Co, Manchester
 ARNOLD, WILLIAM ARNOLD TAGG, Calcutta, India, Architect June 15 Morse & Co, Walbrook
 ASKE, DOROTHY, West Hartlepool May 15 Silburn, West Hartlepool
 ATKINS, BETA, Upper Baker st June 10 Hobbs & Young, Brighton
 BAILEY, JANE, Hunt Green, Sussex June 12 Field & Co, Lincoln's inn fields
 BOULTON, ELLEN, Nuneaton, Warwick June 13 Oakley, Nuneaton
 BOWEN, ELIZABETH, Llandaf, Cardif June 1 Thomas & Francis, Cardif
 BUCKER, HENRY, Llandaf, Cardif June 1 Thomas & Francis, Cardif
 BRYANWHITE, MARY BENTALL, Gussingthorpe, nr Halesd, Essex June 24 Fraser & Son, Bloomsbury
 BRIDGES, CHARLES WILLIAM, Slough June 2 Raphael & Co, Moorgate st
 BUCKELL, ELLEN, Morpeth, Northumberland May 20 Brumell & Sample, Morpeth
 BUTLER, HENRY, Pontefract, Painter June 1 Leatham & Co, Pontefract
 CASTLE, HENRY JAMES, Hove, Sussex, Engineer May 31 Barton & Co, Surrey st
 CHESBORN, WILLIAM PARRY, Fairfield, Liverpool June 13 Oakshot & Co, Liverpool
 COCHRAN, WILLIAM, Bobson, Derby June 13 Jones & Middleton, Chesterfield
 COOK, ALBAN THOMAS, Chesterton, Bankers Clerk July 1 Ginn & Mathew, Cambridge
 COOPER, WILLIAM HENRY, Piccadilly June 24 Wilkinson & Co, Bedford st, Covent garden
 DAVIES, HARRIETT LOUISE, Barnes, Surrey June 14 Mellor & Co, Coleman st
 DAVIES, JOHN SYMONDS, Milford Haven June 8 Eaton & Co, Haverfordwest
 DAVIS, MICHAEL, Maida Vale June 30 Davis, Birmingham
 DECE, STEPHEN PEMBER, Lowndes st June 19 Druses & Attlee, Billiter sq
 FIDLER, MARY ANNE, Worthing June 1 Gates, Worthing
 FOSTER, LUCIA CONSTANCE, Amport, Southampton May 23 Lamb & Son, Andover, Hants
 GERRARD, FLORENCE NIGHTINGALE, Moss Side, nr Manchester June 8 Stubbs & Co, Manchester
 GIBBER, ERNEST ARTHUR, Parson's Green, Dressing Bag Maker June 15 Dinn, Gresham bldgs
 HALFORD, ARTHUR, Baywater June 20 Ingle & Co, New Broad st
 HANCOCK, EMILY MARIAN, Richmond June 10 Short, Norfolk st, Strand
 HILL, JOHN, Ashby Magna, Leicester, Farmer June 6 Douglass, Market Harborough
 HILL, JOSEPH, Thornbury, Hereford, Farmer June 6 Cave, Bromford
 HODGE, BALDWIN, Richmond, Surrey June 4 Burn & Berridge, Old Broad st
 HOLE, EDWIN, Timperley, Chester, Glass Decorator June 11 Thompson, Altrincham
 HORE, ALEXANDER HUGH, Cheltenham June 30 Hore & Co, Lincoln's inn fields
 HOWARD, ANN, Ramsgate May 31 Sutton & Co, Gt Winchester st
 IRE, THOMAS, Kentish Town, Upholsterer May 30 Wilkinson & Son, Bermondsey st
 JONES, JEMIMA, Bloomsbury May 30 Smith & Sons, Weston super Mare
 KILFORD, JOHN, Winchester May 30 Dowling, Winchester
 LAWRENCE, ELIZA, Cheltenham June 19 Billings, Cheltenham
 MATTHEWS, FREDERICK, Coed Morgan, Llanthwy Rhydderch, Mon, Haulier May 31 Davis, Abergavenny

MILBURN, ISABELLA, Berwick upon Tweed June 2 Sanderson & Weatherhead, Berwick upon Tweed
 MOODY, TOM, Roushaw, Eckington, Derby, Grocer June 24 Alderson & Co, Sheffield
 PENNY, ELLEN, Tockington, Glos June 16 Gwynn & Co, Bristol
 PRICE, THOMAS PEOPLE, Fiery Creek Gold Diggings, South Australia June 11 Townsend & Co, Swindon
 PURCHASE, EMANUEL, Weeping Cross, Staffs, Butler June 1 Walsley & Hansbury, The Outer Temple, Strand
 READ, CAROLINE, Bedford June 6 Tebbe & Son, Bedford
 S. C. AUSTIN, EDWARD FRIDAY, Fuddington June 13 Fawcett, New Broad st
 SCOTT, ALFRED, Camberwell New rd June 21 Biggs & Co, Lincoln's inn fields
 STONEY, FREDERICK JOSEPH WETHERALL, Acton June 7 Moon & Co, Lincoln's inn fields
 STRATTON, GEORGE, Bilton, Glos June 15 Morse & Co, Walbrook
 TOULE, JONATHAN, Broxholme, Lincs, Farmer June 1 Nowell & Son, Barton on Humber
 WILLIAMS, FREDERICK WALTER, Bristol, Clothier June 24 Spofforth, Bristol
 WILLIAMS, WILLIAM ATKINSON, Hyson Green, Nottingham, Soda Water Manufacturer June 1 Barks & Jackson, Nottingham
 WRIGHT, EDWARD, Peckham June 13 Baynes, Union ct, Old Broad st
 YOUNGMAN, MARY HANNAH, Fulham June 19 Nisbet & Co, Lincoln's inn fields

London Gazette.—FRIDAY, May 8.

ABRAMS, ESTHER, Upper Hamilton ter June 12 Sydney, Finsbury pavement
 AKERS, RICHARD, New Wortley, Leeds June 18 Lupton & Fawcett, Leeds
 ANDERSON, EMILY CATHERINE, Forchester sq June 30 Curtis & Co, Lincoln's inn fields
 BAILEY, FRANCIS GEORGE, Birmingham, Hotel Keeper June 6 Beale & Co, Birmingham
 BEAG, ELLIS, Brondesbury rd, Kilburn June 19 Le Voi, Old Broad st
 BORAN, SARAH ANN, Thorwood, nr Epping June 13 Creed, Epping
 BULL, HANNAH, Toxteth Park, Liverpool June 6 Whitley & Co, Liverpool
 BURRILL, HENRY, Upper Norwood June 20 Rolitt & Sons, Mincing ln
 CANN, CHARLES HOLHOUSE, Morecambe June 30 Rodgers & Co, Sheffield
 CARD, CHARLES JAMES WARHAM, Dorset June 30 Filler & Son, Wareham
 CORNETT, ALFRED, Liverpool, Solicitor June 6 North & Co, Liverpool
 ELWORTHY, FREDERICK FRANK, Regent st, City rd, Vet Surgeon May 30 Pickin, Berkhampstead
 FAWCETT, MARY ELIZABETH, Loxham gds June 10 Kitsons & Co, Torquay
 FORTESCUE, WILLIAM BLUNDELL, Torquay June 10 Kitsons & Co, Torquay
 GOODFELLOW, CLEMENT WILLIAM ARNOLD, Kingston Hill, Surrey, Wine Merchant June 30 Gush & Co, Finsbury circus
 HARTLEY, SARAH ANN, Hulms, Manchester June 1 Buckley & Co, Stalybridge
 HOBBS, GEORGE, Wareham, Dorset July 2 Slade & West, Swanage
 HUGHES, ARTHUR, Prestegise, Radnor, Licensed Victualler May 30 Cheese & Roberts, Kingston
 HUMPHREY, EDMUND CURTIS, Princes gate June 13 Druses & Attlee, Billiter sq
 JACKSON, JOHN, Torquay, F.R.C.S. June 10 Hoopes & Wollen, Torquay
 JOHNSON, JOSEPH, St Helena, Lanes June 16 Oppenheim & Sons 81 Helens
 LAWREN, THOMAS TIPPING, Bournemouth June 6 Lawden, Bedford row
 LEACH, ALFRED, Wakefield June 5 Harrison & Co, Wakefield
 LEIGHTON, EDMUND THOMAS, Bassett Wood, Hampshire June 10 Leighton & Savory, Clement's inn, Strand
 MONCK, JOHN BLIGH, Reading June 24 H & C Collins, Reading
 PRABSON, THOS, Putney June 6 Harrison & Robinson, Chancery ln
 PILLING, FREDERICK PERCY, Heaton Norris, Lanes, Draper June 18 Farrer & Co, Manchester
 ROWTON, SARAH RACHEL, Cambridge June 15 Squires, Cambridge
 ROWTON, WILLIAM PAUL IVITT, Cambridge June 15 Squires, Cambridge
 SADLER, ALICE, South Acton, Laundress June 24 Burrows, Tottenham
 SHELTON, THOMAS, Edenham, Lincs, Farmer June 1 Bell & Co, Bourne, Lincs
 STEVENSON, JANE, Pirbright, Surrey June 1 White, Guildford
 WALLWORK, ROBERT, Hurst, nr Ashton under Lyne, Mill Manager May 30 Whitworth & Co, Ashton under Lyne
 WILKINS, HENRY GEORGE GASTELL, Eastbourne, Surgeon June 16 Davies, Strand
 WILLIAMS, DAVID, Aberdeen June 19 Thomas, Aberdeen
 WOODWARD, MARY ANN, Long Sutton, Lincs June 6 Sturton, Holbeach

Bankruptcy Notices.

London Gazette.—FRIDAY, May 1.

ADJUDICATIONS ANNULLED.

ETON, ADAM, Whitford, Flints, Gent Chester Adjud July 6, 1892 Annul April 23, 1903
 OAKER, JOSEPH, Coventry, Hay and Corn Dealer Coventry Adjud Dec 10, 1902 Annul April 21, 1903
 GREEN, HARRY JAMES, Berkswell, Warwick, Farmer Coventry Adjud April 8, 1892 Annul April 21, 1903

London Gazette.—FRIDAY, May 8.

RECEIVING ORDERS.

ANDREWS, FRANK REGINALD, Queen Victoria st, Solicitor High Court Pet March 12 Ord May 4
 BAILEY, HENRY, Hampstead rd, St Pancras, Ironmonger High Court Pet May 4 Ord May 4
 BAYLEY, EDWARD, Tipton, Staffs, Ironmaster Dudley Pet May 2 Ord May 2
 BOAL, ALEXANDER, Bow Law, Durham, Fruiterer Newcastle on Tyne Pet May 5 Ord May 5
 BRITTON, THOMAS, Weston super Mare, Furniture Dealer Bridgewater Pet May 6 Ord May 6
 BROWN, EDMUND ARCHIBALD, West Ham, Essex, Corn Merchant High Court Pet May 6 Ord May 6
 COX, JOHN, and THOMAS COX, South Grove, Mile End rd, Firewood Merchants High Court Pet April 7 Ord May 4
 FOSTER, ERNEST, Barton on Humber, Painter Gt Grimsby Pet May 4 Ord May 4
 GIBBERT-FAINPAX, HUGH W, Leamington Spa, Warwick, Civil Engineer Warwick Pet April 9 Ord May 5
 GIBBLESTONE, WILLIAM HENRY, Farnshaw rd, Fulham rd, Traveller High Court Pet May 6 Ord May 6
 GOSWOLD, MAURICE MILLS, Panfield, Essex, Farmer Chelmsford Pet May 2 Ord May 2
 GRIFITH, THOMAS OWEN, Liscard, Cheshire, Shipbroker Birkenhead Pet May 4 Ord May 4
 JONES, L. E., Desford, Leicester, Horse Dealer Leicester Pet April 22 Ord May 4
 KILBY, JAMES, Milford Haven, Pembroke, Master Mariner Pembroke Dock Pet May 5 Ord May 5
 LATIMER, ALEXANDER, and WALTER COLLINGS, Birmingham Birmingham Pet April 24 Ord May 4
 LEE, GEORGE HANSON, Leigh, Lanes, Farmer Bolton Pet May 4 Ord May 4
 LEBRON, JAMES PHILIP, New Brompton, Gillingham, Kent, Plumber Rochester Pet May 5 Ord May 5
 LATIMER, HENRY BEDFORD, Leeds, Milling Engineer Leeds Pet May 6 Ord May 6

LYDD, RICHARD JONES, Swanson, Solicitor Swanson Pet April 3 Ord May 5
 LOVE, WALTER, Chippenham, Wilts, Butcher Bath Pet May 4 Ord May 4
 MILLS, GIBSON JAMES, Bristol, Refreshment House Keeper Bristol Pet May 4 Ord May 4
 MONBRAY, ELIZABETH, Boston, Lincs, Butcher Boston Pet April 22 Ord May 4
 NACHTIGAL, JOHANN GOTTFRIED, Liverpool, Laundryman Liverpool Pet April 21 Ord May 5
 PALMER, ERNEST G, North Cheam, Financial Agent Croydon Pet May 23, 1902 Ord April 29
 RAWLIE, CHARLES INGRAM, Exeter, Baker Exeter Pet May 6 Ord May 6
 ROSSALL, WILLIAM, Foulton le Fyde, Lanes, Farmer Preston Ord May 5 Ord May 5
 SEADON, WILLIAM FREDERICK, Tunbridge Wells, Dealer in Fancy Goods Tunbridge Wells Pet May 2 Ord May 2
 SNALES, JOSEPH, Heaton Chapel, Lanes, Tanner Stockport Pet April 22 Ord May 4
 SMITH, FRANK CHARLES, Lincoln, Baker Lincoln Pet May 4 Ord May 4
 SMITH, WALTER EDWIN, Summertown, Oxford, Baker Oxford Pet May 6 Ord May 6
 STYTH, GEORGE, Barrow in Furness, Printer Barrow in Furness and Ulverston Pet April 20 Ord May 4
 STYTH, JAMES RAWLISON, Barrow in Furness, Stock Broker Barrow in Furness Pet April 20 Ord May 4
 STYTH, MARY JANE, Barrow in Furness, Barrow in Furness Pet April 20 Ord May 4
 SUTCLIFFE, JOHN, and WILLIAM SOWDEN, Hobden Bridge, Yorks, Clothiers Burnley Pet March 31 Ord May 4
 THORLEY, LEONARD, Liverpool, Laundryman Liverpool Pet April 21 Ord May 5
 TRUCKELL, ALBERT EDWARD, Battersea, Cathian Wandsworth Pet May 6 Ord May 6
 WALKER, WILLIAM, Holloway rd, Stationer High Court Pet May 5 Ord May 5
 WHITEHOUSE, ALFRED, West Bromwich, Contractor West Bromwich Pet April 21 Ord May 5
 WILLIAMS, CHARLES, Swinton, Contractor Swinton Pet May 5 Ord May 5
 WIGLEY, SAM, Northgate, Wakefield, Grocer Wakefield Pet May 4 Ord May 4

FIRST MEETINGS.

BAILEY, HENRY, Hampstead rd, St Pancras, Ironmonger May 19 at 2 Bankruptcy bldgs, Carey st
 BESSIER, JOHN HENRY, Ryl, Flints, Fishmonger May 18 at 12 Crypt chambers, Eastgate row, Chester
 CLARKE, HERBERT WILLIAM, Horley, Oxon, Farm Bailiff May 16 at 12 1, St Aldates, Oxford

COX, JOHN, and THOMAS COX, South Grove, Mile End rd, Firewood Merchants May 18 at 12 Bankruptcy bldgs, Carey st
 DEAN, THOMAS, Wickford, Essex, Wheelwright May 18 at 12 85, Temple chambers, Temple av
 EVANS, JOHN, Bury, Glam, Grocer May 26 at 11 Off Rec, 117, St Mary st, Cardiff
 FRANCIS, REGINALD JOHN, Worthington, Cumberland, Chemist May 18 at 2.45 Court house, Cockermouth
 GRAHAM, ROBERT, Whitehaven, Cumberland, Fishmonger May 19 at 11.15 County Court house, Whitehaven
 HEATHERLEY, ALBERT, and ANDREW HEATHERLEY, Pembroke Dock, Contractors May 16 at 12 Temperance Hall, Pembroke Dock
 JONES, JOHN, Chepstow, Mon, Grocer May 18 at 12 Off Rec, Baldwin st, Bristol
 LEADBETTER, CHARLES SAMUEL, Strangeways, Manchester, Dentist May 18 at 2.30 Off Rec, Byrom st, Manchester
 LEE, GEORGE HANSON, Leigh, Lanes, Farmer May 18 at 2.30 Exchange st, Bolton
 LONSDALE, JAMES, Leeds, Printer May 18 at 11 Off Rec, 22, Park row, Leeds
 MARLEN, WILLIAM, South Brewham, Somerset, Licensed Victualler May 16 at 12.30 Off Rec, Endless st, Salisbury
 NACHTIGAL, JOHANN GOTTFRIED, and LEONARD THORLEY, Liverpool, Laundrymen May 18 at 3 Off Rec, 35, Victoria st, Liverpool
 RAWLIE, CHARLES INGRAM, Exeter, Baker May 28 at 10.30 Off Rec, 9, Bedford circus, Exeter
 ROSSALL, WILLIAM, Foulton le Fyde, Lanes, Farmer May 18 at 11 Off Rec, 14, Chapel st, Preston
 SCAFFE, JOHN, Northwich, Baker May 18 at 3.45 The Royal Hotel, Crewe
 THOMAS, ARTHUR SAMUEL, Buckhurst Hill May 18 at 2.30 85, Temple chambers, Temple av
 WALKER, WILLIAM, Holloway rd, Stationer May 18 at 12 Bankruptcy bldgs, Carey st
 WALTON, ARTHUR, Edisbury, Farmer May 18 at 4.15 The Royal Hotel, Crewe
 WOODWORTH, JOE HARRY, Hathersage, Derby, Wire Manufacturer May 19 at 2.30 Sheffield Law Society's Room, 45, Bank st, Sheffield
 WRIGHT, SAM, Wakefield, Grocer May 18 at 3 Off Rec, 6, Bond terr, Wakefield

ADJUDICATIONS.

BAILEY, HENRY, Hampstead rd, St Pancras, Ironmonger High Court Pet May 4 Ord May 4
 BOAL, ALEXANDER, Bow Law, Durham, Fruiterer Newcastle on Tyne Pet May 5 Ord May 5
 BRITTON, THOMAS, Weston super Mare, Furniture Dealer Bridgewater Pet May 6 Ord May 6

BROWN, EDWARD ARCHIBALD, West Ham, Essex, Corn Merchant High Court Pet May 6 Ord May 6
 BUCKFALL, EDWARD, West Cliff, Bournemouth, Boarding house Keeper Poole Pet April 25 Ord May 6
 BURTON, THOMAS, Stroud Green, Boot Manufacturer High Court Pet Feb 21 Ord May 5
 CHAPMAN, WALTER, Bedlington, Northumberland, Builder Newcastle on Tyne Pet March 28 Ord May 6
 COOPER, CHARLES FITZROY, King William st, Stone Merchant High Court Pet Feb 5 Ord May 5
 EDMONDS, SAMUEL, Treborth rd, Earl's Court High Court Pet Jan 14 Ord May 4
 FORD, CHARLES A., Leicester, Builder Leicester Pet March 14 Ord May 4
 FOSTER, ERNEST, Barton on Humber Gt Grimsby Pet May 4 Ord May 4
 GILL, FREDERICK HENRY, and HARRY WEST, Southend on Sea, Contractors Chelmsford Pet April 6 Ord May 2
 GIBBERTSON, WILLIAM HENRY, Fernshaw rd, Fulham rd, Traveller High Court Pet May 6 Ord May 6
 GOODEY, MAURICE MILLS, Pansfield, Essex, Farmer Chelmsford Pet May 2 Ord May 2
 GRIFFITH, THOMAS OWEN, Liscard, Cheshire, Shipbroker Birkenhead Pet May 4 Ord May 5
 HALLIDAY, STEPHEN GIBBERTSON, West Hampstead High Court Pet Nov 15 Ord May 6
 HARTHIDGE, WILLIAM, Sittingbourne, Kent, Baker Rochester Pet April 30 Ord May 4
 HAYWARD, HOWARD, Croydon, Clothier Croydon Ord April 28 Ord May 4
 LEE, GEORGE HAMPSON, Leigh, Lancs, Farmer Bolton Pet May 4 Ord May 4
 LEMMON, JAMES PHILIP, New Brompton, Gillingham, Kent, Plumber Rochester Pet May 6 Ord May 6
 LISTER, HENRY BEDFORD, Leeds, Milling Engineer Leeds Pet May 6 Ord May 6
 LOVE, WALTER, Chippingham, Wilts, Butcher Bath Pet May 4 Ord May 4
 MITCHELL, ANDREW DAVID, Derby, Builder Derby Pet April 9 Ord May 6
 OSMOND, GEORGE MAURICE, High st, Borough, Licensed Victualler High Court Pet Jan 12 Ord May 4
 PILLING, JOHN ROBERT, Arundel st, Strand High Court Pet Aug 13 Ord May 6
 POOLE, ARTHUR VALENTINE, Birmingham, Baker Birmingham Pet April 29 Ord May 4
 PITCHARD, OWEN GWILYM, Liscard, Cheshire, Contractor Birkenhead Pet April 6 Ord May 4
 RAWLEY, CHARLES INGRAM, Exeter, Baker Exeter Pet May 6 Ord May 6
 ROSSALL, WILLIAM, Poulton le Fyde, Lancs, Farmer Preston Pet May 5 Ord May 5
 SMITH, FRANK CHARLES, Lincoln, Baker Lincoln Pet May 4 Ord May 4
 SMITH, WALTER EDWIN, Summertown, Oxford, Baker Oxford Pet May 6 Ord May 6
 TRUCKELL, ALBERT EDWARD, Batterssea, Carman Wandsworth Pet May 6 Ord May 6
 WALKER, EDWARD, Leeds, Merchant Leeds Pet Feb 18 Ord May 5
 WALKER, WILLIAM, Holloway rd, Stationer High Court Pet May 5 Ord May 5
 WESTLAKE, CHARLES ALEXANDER, Southsea, Hants, Licensed Victualler Portsmouth Pet April 23 Ord May 2
 WIGLEY, SAM, Northgate, Wakefield, Grocer Wakefield Pet May 4 Ord May 4
 YEOMANS, ARTHUR HARRY, Huntingdon, House Furnisher Peterborough Pet Feb 7 Ord May 5

ADJUDICATION ANNULLED.

HICKS, CHARLES CLEMENT, Fernleigh, Waterlooville, Hants, Retired Superintendent of Police Portsmouth Adjud April 25, 1903 Annual April 27, 1903

London Gazette.—Tuesday, May 12.

RECEIVING ORDERS.

ALDERSON, BENJAMIN, Halifax, Card Machine Tenter Halifax Pet May 6 Ord May 6
 ATKIN, THOMAS, York, Bricklayer York Pet May 6 Ord May 6
 BENNETT, JAMES HUBERT GOWER, Earl's Croome, Worcester, Farmer Worcester Pet May 8 Ord May 8
 BERWICK, JOHN, Bradford, Butcher Bradford Pet May 7 Ord May 7
 BOOTH, EMMA, Netherfield, Notis, Fancy Draper Nottingham Pet May 2 Ord May 9
 BUCHAN, GEORGE, and JAMES BUCHAN, Leeds, Toy Dealers Leeds Pet April 16 Ord May 7
 BURCHILL, WILLIAM SAMUEL, Stratford, Boot Dealer High Court Pet May 8 Ord May 8
 CHADWICK, EDMUND, Rochdale, Butcher Rochdale Pet May 8 Ord May 8
 CLARK, ROBERT, Meopham, Kent, Builder Rochester Pet May 11 Ord May 11
 CLOUGH, HENRY, Walsall, Confectioner Walsall Pet May 5 Ord May 5
 CRAWFORTH, JOHN EDWARD, Spreatley in Holderness, Yorks, Auctioneer Kingston upon Hull Pet May 7 Ord May 7
 DUNKERLEY, THOMAS PRESTON, Macclesfield, Silk Manufacturer Macclesfield Pet April 30 Ord May 5

EVANS, BEN L., Ebbw Vale, Mon, Builder Tredegar Pet April 24 Ord May 9
 FURLONG, HERBERT JOHN, Duxford, Cambs, Innkeeper Cambridge Pet May 9 Ord May 9
 HALL, RICHARD, Wolverhampton, Butcher Wolverhampton Pet May 8 Ord May 8
 HANCOCK, ARTHUR TOM, Portsmouth, Licensed Victualler Portsmouth Pet May 6 Ord May 6
 HAYTER, ROBERT CHARLES, Totton, Hants, Butcher Southamptn Pet May 7 Ord May 7
 HOLMES, JOSEPH, Kingston upon Hull Kingston upon Hull Pet May 7 Ord May 7
 HOMEWOOD, FREDERICK, Bridewell pl, Ludgate circus, Printer High Court Pet May 9 Ord May 9
 HUDSON, ARTHUR, Leeds, Grocer Leeds Pet May 6 Ord May 6
 JENKIN, JAMES, Redruth, Cornwall, Stationer Truro Pet May 9 Ord May 9
 JOHNSON, THOMAS, Stepney, Draper High Court Pet April 21 Ord May 8
 JONES, WILLIAM HENRY, Bubbenthall, Warwick, Farmer Warwick Pet May 8 Ord May 8
 LAMPARD, PERCY JOHN, Maidstone, Dairyman Maidstone Pet May 9 Ord May 9
 LANTRAD, GEORGE ALFRED, Horncastle, Lincoln Pet May 8 Ord May 8
 MATTHEWJAN, JOSEPH ALFRED, Barnsley, Corn Dealer Barnsley Pet May 7 Ord May 7
 NICHOLSON, MATTHEW, Walker, Northumberland, Painter Newcastle on Tyne Pet May 9 Ord May 9
 NOTT, SAMUEL, Kiddleminster, Rug Manufacturer Kiddleminster Pet May 8 Ord May 8
 NUNN, HENRY CHARLES, Cherryinton, Cambs, Builder Cambridge Pet May 9 Ord May 9
 OWEN, EVAS JOHN, Stenezer, Carnarvon, Shopkeeper Carnarvon Pet May 8 Ord May 8
 PARKER, WALTER, Long Eaton, Fitter Derby Pet May 8 Ord May 8
 PHILLIPS, JAMES, Abergoed, Mon, Grocer Tredegar Pet May 8 Ord May 8
 REDDING, FRANK EDGAR, Cambridge, Builder's Clerk Cambridge Pet May 7 Ord May 7
 RUBELL, ALFRED COWLEY, Walsall, Brown Saddle Manufacturer Walsall Pet April 23 Ord May 7
 SCHOFIELD, JOSEPH, Markington, nr Ripon, Farmer Northallerton Pet April 18 Ord May 7
 SCHOLDS & JENKINS, Manchester, Fish Dealers Manchester Pet April 20 Ord May 8
 SELLY, HUBERT, Woodbury Salterton, Devon, Cattle Dealer Exeter Pet May 9 Ord May 9
 SHARMAN, WILLIAM, Brackley, Northampton, Licensed Victualler Banbury Pet April 29 Ord May 6
 SIMS, RICHARD, Bolton, Fruiterer Bolton Pet May 9 Ord May 9
 SLAGHTER, MATTHEW, Newcastle upon Tyne, Grocer Newcastle upon Tyne Pet May 8 Ord May 8
 STIELTJES, EVERT, Fulham, Accountant High Court Pet April 16 Ord May 7
 THAMERUS, FREDERICK, East Ham, Essex, Basket Manufacturer High Court Pet May 7 Ord May 7
 THOMPSON, ALBERT RICHARD, Gt Yarmouth Gt Yarmouth Pet May 7 Ord May 7
 WALKER, THOMAS FREDERICK, Leeds, Pawnbroker Leeds Pet May 6 Ord May 6
 WILCOX, ARTHUR, Eccleston, Chester, Lodge Keeper Chester Pet May 7 Ord May 7

Amended notice substituted for that published in the London Gazette of March 27:

SIMPSON, THEOPHILUS, New Cross gate, Clerk High Court Pet March 2 Ord March 19

FIRST MEETINGS.

ALDERSON, BENJAMIN, Halifax, Card Machine Tenter May 20 at 3 Off Rec, Townhall chmbs, Halifax
 ANDREWS, FRANK REGINALD, Queen Victoria st, Solicitor May 21 at 11 Bankruptcy bldgs, Carey st
 ATKIN, THOMAS, York, Bricklayer May 20 at 12.15 Off Rec, The Red House, Duncombe pl, York
 BAKER, REUBEN, Aston, Birmingham, Commercial Traveller May 22 at 11 174, Corporation st, Birmingham
 BENNETT, JAMES HUBERT GOWER, Earl's Croome, Worcester, Farmer May 22 at 11.30 45, Copenhagen st, Worcester
 BERWICK, JOHN, Bradford, Butcher May 21 at 3 Off Rec, 23, Tytrel st, Bradford
 BOAL, ALEXANDER, Tow Law, Durham, Fruiterer May 20 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 BRITTON, THOMAS, Weston super Mare, Furniture Dealer May 20 at 11.15 The Railway Hotel, Weston super Mare
 BROWN, EDMUND ARCHIBALD, West Ham, Corn Merchant May 21 at 12 Bankruptcy bldgs, Carey st
 BROWN, GEORGE THOMAS, Gt Yarmouth, Coffee House Proprietor June 9 at 10.30 Mr Lovewell Blake's Office, South Quay, Gt Yarmouth
 BUCHAN, GEORGE, and JAMES BUCHAN, Leeds, Toy Dealers May 21 at 3 Bankruptcy bldgs, Carey st
 BURCHILL, WILLIAM SAMUEL, Stratford, Boot Dealer May 22 at 11 Bankruptcy bldgs, Carey st
 BYGOTT, ROBERT, East Hulton, Lincoln, Farmer May 20 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

DAVIES, DAVID PHILIP, Llandilo, Carmarthen, Assistant Schoolmaster May 23 at 12 Off Rec, Queen st, Carmarthen
 DUNKERLEY, THOMAS PRESTON, Macclesfield, Silk Manufacturer May 22 at 11 Off Rec, 23, King Edward st, Macclesfield
 FOSTER, ERNEST, Barton on Humber, Painter May 20 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 GILES, BENJAMIN, Runcy, Mon, May 20 at 11 Off Rec, Westgate chmbs, Newport, Mon
 GILL, FREDERICK HENRY, and HARRY WEST, Southend on Sea, Contractors May 20 at 12.30 The Institute, Clarence rd, Southend on Sea
 GREENWOOD, JAMES, Kinver, nr Stourbridge, Staffs, Carpet Designer May 20 at 12 Off Rec, 199, Wolverhampton st, Dudley
 GRIFFITHS, WILLIAM, Swanson, Draper's Assistant May 20 at 12 Off Rec, 31, Alexander rd, Swansea
 HAIIGH, THOMAS, Hoyland Common, nr Barnsley, Confectioner May 20 at 10.15 Off Rec, 7, Regent st, Barnsley
 HANCOCK, ARTHUR TOM, Portsmouth, Licensed Victualler Victualler May 20 at 3 Off Rec, Cambridge junction, High st, Portsmouth
 HAYTER, ROBERT CHARLES, Totton, Hants, Butcher May 23 at 3 Off Rec, 172, High st Southampton
 HENDERSON, ROBERT, Redcut, Yorks, Fruit Merchant May 24 at 3 Off Rec, 8, Albert rd, Middlesbrough
 HUDSON, ARTHUR, Leeds, Grocer May 20 at 11.30 Off Rec, 22, Park row, Leeds
 JENKINS, LEWIS, Treherria, Glam, Collier May 20 at 12.15, High st, Merthyr Tydfil
 LEMMON, JAMES PHILIP, New Brompton, Gillingham, Kent, Plumber May 23 at 12.15, High st, Rochester
 LINSTEAD, GEORGE ALFRED, Horncastle, Lincs May 23 at 12.30 Off Rec, 31, Silver st, Lincoln
 LOVE, WALTER, Chippingham, Wilts, Butcher May 20 at 11.45 Off Rec, 28, Baldwin st, Bristol
 MANNING, HENRY LEWIS, Ryhope, Durham, Engineer Lieutenant May 20 at 12.30 Off Rec, 25, John st, Sunderland
 MASON, JOSEPH, Tunstall, Tailor and Clothier May 21 at 11.30 Off Rec, King st, Newcastle, Staffs
 MILES, GIDEON JAMES, Bristol, Refreshment house Keeper May 24 at 11.30 Off Rec, 28, Baldwin st, Bristol
 MOWBRAY, ELIZABETH, Boston, Lincs, Butcher May 21 at 12.15 Off Rec, 4 and 6, West st, Boston
 PARKER, WALTER, Long Eaton, Derby, Fitter May 20 at 3 Off Rec, 47, Full st, Derby
 PEACE, ELIZABETH, Nottingham, Boot Dealer May 20 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 POOLE, ARTHUR VALENTINE, Birmingham, Baker May 20 at 12.30 Off Rec, 31, Silver st, Lincoln
 SAUNDERS, PHILIP, Merthyr Tydfil, Railwayman May 21 at 12.15, High st, Merthyr Tydfil
 SHELLEY, HUBERT, Woodbury Salterton, Devon, Cattle Dealer May 23 at 10.30 Off Rec, 9, Bedford circus, Exeter
 SLADDEN, WILLIAM FREDERICK, Tunbridge Wells, Dealer in Fancy Goods May 23 at 12.30 24, Railway app, London Bridge
 SMITH, ELLER, Walscote, Worcester, Innkeeper May 20 at 11 Off Rec, 199, Wolverhampton st, Dudley
 SMITH, FRANK CHARLES, Lincoln, Baker May 28 at 12 Off Rec, 31, Silver st, Lincoln
 STIELTJES, EVERT, Fulham, Accountant May 20 at 12 Bankruptcy bldgs, Carey st
 THAMERUS, FREDERICK, East Ham, Basket Manufacturer May 20 at 11 Bankruptcy bldgs, Carey st
 WALKER, THOMAS FREDERICK, Leeds, Pawnbroker May 20 at 11 Off Rec, 22, Park row, Leeds
 WESTON, ALFRED, Macclesfield, Wood Carver May 22 at 12.30 Off Rec, 23, King Edward st, Macclesfield
 WILSON, EMMA LOUISA, Birmingham, Grocer May 20 at 12 174, Corporation st, Birmingham
 WING, THOMAS, Sheffield, Wood Turner May 21 at 11.30 Off Rec, Figtree ln, Sheffield

ADJUDICATIONS.

ALDERSON, BENJAMIN, Halifax, Card Machine Tenter Halifax Pet May 6 Ord May 6
 ATKIN, THOMAS, York, Bricklayer York Pet May 6 Ord May 6
 BAKER, REUBEN, Aston, Birmingham, Commercial Traveller Birmingham Pet April 27 Ord May 8
 BENNETT, JAMES HUBERT GOWER, Earl's Croome, Worcester, Farmer Worcester Pet May 8 Ord May 8
 BERWICK, JOHN, Ecclehill, Bradford, Butcher Bradford Pet May 7 Ord May 7
 BREW, JAMES FREDERICK HUTTON, Bayswater High Court Pet Jan 6 Ord May 5
 CHADWICK, EDMUND, Rochdale, Butcher Rochdale Pet May 8 Ord May 8
 CLARK, ROBERT, Meopham, Kent, Builder Rochester Pet May 11 Ord May 11
 CLARKE, HERBERT WILLIAM, Horley, Oxon, Farm Bailiff Banbury Pet April 30 Ord May 7
 CRAWFORTH, JOHN EDWARD, Spreatley in Holderness, Yorks, Auctioneer Kingston upon Hull Pet May 7 Ord May 7
 DUNKERLEY, THOMAS PRESTON, Macclesfield, Silk Manufacturer Macclesfield Pet April 30 Ord May 5

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May 16 1903

THE SOLICITORS' JOURNAL.

[Vol. 47.] 525

FULLON, HERBERT JOHN, Duxford, Cambs, Innkeeper
Cambridge Pet May 9 Ord May 9
HALL, RICHARD, Wolverhampton, Butcher Wolverhampton
Pet May 8 Ord May 8
HARDOCK, ARTHUR TOM, Portsmouth, Licensed Victualler
Portsmouth Pet May 6 Ord May 6
HART, ASA, Manchester, Velvet Manufacturer Man-
chester Pet April 8 Ord May 7
HAYTER, ROBERT CHARLES, Totton, Hants, Butcher
Southampton Pet May 7 Ord May 7
HOLMES, JOSEPH, Kingston upon Hull Kingston upon Hull
Pet May 7 Ord May 7
HOMWOOD, FREDERICK, Bridewell pl. Ludgate circus,
Printer High Court Pet May 9 Ord May 9
HUNTER, ARTHUR, Leeds, Grocer Leeds Pet May 6 Ord
May 6
JESSE, JAMES, Redruth, Cornwall, Stationer Truro Pet
May 9 Ord May 9
JOHN, WILLIAM HENRY, Bubbenthall, Warwick, Farmer
Warwick Pet May 8 Ord May 8
LAMPARD, FREDY JOHN, Maidstone, Dairyman Maidstone
Pet May 8 Ord May 8
LESTRADE, GEORGE ALFRED, Horncastle, Lincs Lincoln
Pet May 8 Ord May 8
MATTHEWMAN, JOSEPH ALFRED, Barnsley, Corn Dealer
Barnsley Pet May 7 Ord May 7
MOWBRAY, ELIZABETH, Boston, Lincs, Butcher Boston
Pet April 23 Ord May 7
NOTT, SAMUEL, Kidderminster, Rug Manufacturer Kidder-
minster Pet May 8 Ord May 8
NEWS, HENRY CHARLES, Cherryington, Cambs, Builder
Cambridge Pet May 9 Ord May 9
OYER, EVAN JOHN, Ebenezer, Coganvion, Shopkeeper Ban-
gwa Pet May 8 Ord May 8
PARKER, WALTER, Long Eaton, Derby, Fitter Derby and
Long Eaton Pet May 8 Ord May 8
PHILLIPS, JAMES, Aberbarroed, Mon, Grocer Tredegar
Pet May 8 Ord May 8
RINDING, FRANK EDGAR, Cambridge, Builder's Clerk Cam-
bridge Pet May 7 Ord May 7
SILLEY, HUBERT, Woodbury Salterton, Devon Cattle Dealer
Exeter Pet May 9 Ord May 9
SIMPSON, TEMPHILUS, New Cross gate, Clerk High Court
Pet March 2 Ord April 23
SLAUGHTER, MATTHEW, Newcastle on Tyne, Grocer New-
castle on Tyne Pet May 8 Ord May 8
THAMERUS, FREDERICK, East Ham, Basket Manufacturer
High Court Pet May 7 Ord May 7
THORNTON, ALBERT EDWARD, Gt Yarmouth Gt Yarmouth
Pet May 7 Ord May 7
WALKER, THOMAS FREDERICK, Leeds, Pawnbroker Leeds
Pet May 6 Ord May 6
WHITE, CRESSWELL FITZGERBERT, Templecombe, nr Winc-
chester, Somerset, Medical Practitioner Yeovil Pet
Feb 17 Ord May 7
WILCOX, ARTHUR, Eccleston, Chester, Lodge Keeper
Chester Pet May 7 Ord May 7
WILLIAMSON, BENJAMIN, Ridgmont, Beds, Male Nurse
Bedford Pet April 9 Ord May 7
WING, THOMAS, Sheffield, Wood Turner Sheffield Pet
April 8 Ord May 9

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